



AGENDA
SPECIAL SCHOOL BOARD MEETING

Friday, August 12, 2005 – 3:30 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. **Open to the Public:***

3. **Approve Reimbursement Resolution- Darla Miloszewski (Ex. 3)**

4. **Finance:***
 - A. **Approve Purchase Orders/Contracts-John Klatt (Ex. 4-A)**

5. **Construction:***
 - A. **Approve Reduction in Retainage from 10% to 2% on Pinewood Elementary School- Rodger Osborne (Ex. 5-A)**
 - B. **Approve Purchase Order to T M Construction Specialists for Covered Play Area for Old Port Salerno Head Start – Rodger Osborne (Ex. 5-B)**
 - C. **Approve Purchase Order to Morrell Architectural Systems to Remove and Replace Metal Panels Damaged from Hurricane Jeanne at Indiantown Middle School – Rodger Osborne (Ex. 5-C)**
 - D. **Approve Purchase Order to Morrell Architectural Systems to Remove and Replace Metal Panels Damaged from Hurricane Jeanne for Stuart Middle School-Rodger Osborne (Ex. 5-D)**
 - E. **Approval to Reject all Bids for Fire Alarm System Modifications at Hidden Oaks Middle School and Indiantown Middle School, Bid #050535- Rodger Osborne- (Ex. 5-E)**

6. **Approve AFSCME Contract Agreement for 2005-2006:*** -Helene Baxter (Ex. 6)

7. **Approve MCEA Contract Agreement for 2005-2006:*** - Helene Baxter (Ex. 7)

8. **Approve 2005/2006 Salary Schedule Book:*** -Deana Newson #

9. **Open to the Board:***



UPCOMING MEETINGS: Unless noted otherwise, all School Board Meetings are held at 7:00 p.m. in the School Board Meeting Room, Instructional Center, 500 E. Ocean Blvd., Stuart, FL

REGULAR SCHOOL BOARD MEETINGS

September 20, 2005 - 7:00 p.m.
October 18, 2005 - 7:00 p.m.
November 15, 2005 - 7:00 p.m.
School Board Meeting Room

**Special School Board Meeting/Public Hearing to Adopt the 2005/2006
Annual School Budget and Millage Levy**

Tuesday, September 6, 2005 - 7:00 p.m.
School Board Meeting Room

Town Meeting

Monday, August 22, 2005 - 6:00 p.m.
Jensen Beach High School

Capital Plan Workshop

Tuesday, August 23, 2005 - 7:00 p.m.-7:30 p.m.
School Board Meeting Room

FSBA Growth Management Workshops

Thursday, September 29, 2005 - 10:00 a.m.- 4:00 p.m.
Hilton Palm Beach Airport

169.1 **PUBLIC PARTICIPATION AT BOARD MEETINGS.**

The Chair shall be guided by the following policies:

(1) **Time Limit.**-Public discussion, not to exceed one (1) 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. Attendees shall register their intention to participate in the public portion of the meeting with the Board clerk.

(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 Bylaw 0169.1.

(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.** When several members of the public or several members of a group share similar opinions on the same issues, a representative, rather than all the members, should address 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 Chair or the 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

REIMBURSEMENT RESOLUTION

A RESOLUTION OF THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS EDUCATIONAL CAPITAL IMPROVEMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the School District of Martin County, Florida (the "District") has incurred and/or expects to incur various costs in relation to the acquisition, construction, installation and equipping of certain educational facilities, educational plant, transportation related facilities and school buses within the District (herein collectively referred to as the "Improvements"), as more particularly described in Exhibit A attached hereto;

WHEREAS, the District has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

BE IT RESOLVED BY THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA:

SECTION 1. It is the intent of the District to reimburse various costs and expenditures relating to the acquisition, construction, installation and equipping of educational facilities, educational plant, transportation related facilities and school buses within the District. The District has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in its capital projects funds. It is reasonably expected that reimbursement of such costs and expenditures for the Schools shall come from the issuance of tax-exempt debt which currently is not expected to exceed \$100,000,000 in aggregate principal amount. It is currently the intention of the District to cause such tax-exempt debt to be issued as certificates of participation pursuant to a new Master Lease Program. The expenditures to be reimbursed shall be consistent with the District's budgetary and financial policy as being the type of expenditures which shall be paid on a basis commensurate with their useful life.

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1 of 3

SECTION 2. The District shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the District, including making this Resolution available for public inspection.

SECTION 3. It is the intent of the District that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED at a Regular Meeting this 12th day of August, 2005.

**SCHOOL BOARD OF MARTIN COUNTY,
FLORIDA, ACTING AS THE
GOVERNING BODY OF THE SCHOOL
DISTRICT OF MARTIN COUNTY,
FLORIDA**

(SEAL)

ATTEST:

By: _____
Chairman

Superintendent/Secretary

EXHIBIT A

DESCRIPTION OF IMPROVEMENTS

The acquisition, construction, installation and equipping of educational facilities, educational plant, transportation related facilities and school buses as identified on the District's Capital Improvement Program, as amended from time to time.

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Requisitions to be approved for purchases for Board Agenda date - 08/12/05

Cost Ctr.	Req. No.	Dept.	Authority - Basis of Award	\$ Amount	Description
9518	00064	Facilities	IAW Construction Contract, MCSB approved on 4/19/05, Ex. # 10-C	\$150,000.00	BPO for additional estimated fees for countywide hurricane consulting services. (Exhibit to Board did not specify dollar expenditure, just rates.)

Ed Tech requisitions to be approved for purchases for Board Agenda date - 08/12/05

None

Purchases from 07/20/05 through 08/05/05

PO#	Date	Dept.	Authority for issuance of Purchase order	\$ Amount	Description
06001263	08/01/05	9518	IAW FL State Contract #360-240-00-1, MCSB approved renewal of Piggyback on 6/21/05, Ex. # 12-A-1	\$33,054.67	Continuation of PO # 05002868 for County-wide Floor covering, repair/replacement due to Hurricane Jeanne
06001264	08/01/05	9518	IAW MCSB approved Contract Amendment on 7/19/05, Ex. # 10-B	\$33,125.00	BPO for Contract Amendment #2 for additional EHPA for Warfield Cafeteria.
06001265	08/01/05	9526	IAW MCSB approved Agreement, 6/21/05, Ex. #8-D-4	\$475,168.20	BPO for Martin County Sheriff's /SRO for 7/1/05 to 6/30/06.

Ed. Technology Purchases from 06/29/05 through 08/05/05

PO#	Date	Dept.	Authority for issuance of Purchase order	\$ Amount	Description
06001266	08/04/05	9532	IAW WSCA Contract # A63309, MCSB-approved 1/4/05, Ex. #12-A-2	\$185,739.00	(100) Standard Laptops for MCSB Teachers and (4) for Technology Coordinator.

AUG 12 2005
4-A

PIRTLE CONSTRUCTION COMPANY

A DIVISION OF JAMES B. PIRTLE CONSTRUCTION CO., INC.
DESIGN BUILDERS • CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

4740 DAVIE ROAD • DAVIE, FLORIDA 33314 • BROWARD (954) 797-0410 • DADE (305) 944-2262 • FAX (954) 797-6330

Tuesday, July 26, 2005

MCPS-006
HAND

MARTIN COUNTY SCHOOL DISTRICT
500 East Ocean Blvd.
Stuart, Florida 34994

Attn: Steve Serynek

Re: PINWOOD ELEMENTARY HURRICANE REPAIRS
Project No: 1234
RETAINAGE REDUCTION

Dear Steve,

Attached is Payment Requisition #12 for retainage reduction of 10% to 2% on Pinewood Elementary School. The Administration and Media portion of the Project is now Substantially Complete and all aspects of the repair phase reached Final Completion in December, 2004.

We (Pirtle) are requesting the retainage reduction to 2% since 60% of the project's cost was associated with the immediate hurricane repairs and was completed in December, 2004. Feel free to contact me with any questions.

Very truly yours,
JAMES B. PIRTLE CONSTRUCTION CO., INC.


Jacob Katz
Project Manager

JK
enclosures (Payment Requisition #12)
cc: Bill Ellis, Pirtle Construction

AUG 12 2005
5-A

PURCHASE ORDER
SCHOOL BOARD OF MARTIN COUNTY

REC-110

**FOR PROMPT PAYMENT ALL INVOICES MUST BE ADDRESSED TO THE FINANCE OFFICE:
 500 EAST OCEAN BLVD. STUART, FL 34994-2572
 PHONE (772) 219-1200 FAX (772) 219-1229**

VENDOR T M CONSTRUCTION SPECIALISTS
 1434 SW SEAGULL WAY

PALM CITY FL 34990

P.O. NUMBER 06000929
 SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING LISTS, CORRESPONDENCE, AND INVOICES.
 ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE

- All goods will be delivered F.O.B. destination unless otherwise agreed. The vendor will prepay shipping charges and add them to the invoice for purchases specifically agreed to as F.O.B. shipping point.
- Payment Terms, Net 30 days.
- Vendor must furnish current material safety data sheet (MSDS) on or before delivery of each and every hazardous chemical or substance which is classified as toxic under chapter 442, F.S. or by any state or federal law, rule or regulation. Labels and MSDS shall be provided for all shipments. Send MSDS and other pertinent data to: School Board of Martin County, Risk Management Office, 500 East Ocean Blvd., Stuart, FL 34994-2572. Include location and expected date of delivery of the subject material with the MSDS.
- If bid or contract terms conditions or specifications differ from those on this purchase order, the bid or contract shall have precedence.
- Any and all terms and conditions attached hereto that vary from the general conditions shall have precedence.

DATE OF ORDER	REQUISITION NO.	VENDOR NO.	DATE REQUIRED	REFERENCE
07/19/2005	951800035	V0000072802		

QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
	0373. .7400.0630.9589.0525. .		9,250.00	
	0421. .7400.0630.9589.4785. .		45,000.00	
	0100. .7400.0630.9589.0038. .		11,250.00	
10	Covered play area for Old Port Salerno Head Start. Best of two quotes. RCP shelter model #CC4006 as specified in plans specifications and addendum #1 James Copeland, Construction Manager, will verify work and authorize payments. All work to be performed in accordance with the proposal attached and made a part of this purchase order. Work must not commence until all required documentation including insurance certifications are on file and approved by the Director of Facilities. This PO must be signed and dated by the Martin County School Board Chairperson and the contractor's authorized representative. No work shall begin until after the last date of required execution.	EACH	6550.0000	65500.00

SHIPPING INFORMATION

ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT (2005-2006) **TOTAL THIS ORDER -CONTINUED-**

SHIP TO: MARTIN COUNTY SCHOOL BOARD
 DIRECTOR OF FACILITIES -SHERRY RASMUSSEN
 500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16
 STUART FL 34994

TO BE VALID, ALL PURCHASES MUST BE MADE ON THIS FORM AND BEAR THE SIGNATURE OF THE DIRECTOR OF PURCHASING IF THE VALUE EXCEEDS \$750.00

AUG 12 2005

Director of Purchasing

5-8
10/8

The Board is not subject to state sales tax.

Florida Sales Tax Exemption # 53-07-014483-53C

VENDOR

PURCHASE ORDER

SCHOOL BOARD OF MARTIN COUNTY

INVOICE TO

**FOR PROMPT PAYMENT ALL INVOICES MUST BE ADDRESSED TO THE FINANCE OFFICE:
500 EAST OCEAN BLVD. STUART, FL 34994-2572
PHONE (772) 219-1200 FAX (772) 219-1229**

VENDOR T M CONSTRUCTION SPECIALISTS
1434 SW SEAGULL WAY

PALM CITY FL 34990

P.O. NUMBER 06000929
SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING LISTS, CORRESPONDENCE, AND INVOICES.
ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE

1. All goods will be delivered F.O.B. destination unless otherwise agreed. The vendor will prepay shipping charges and add them to the invoice for purchases specifically agreed to as F.O.B. shipping point.
2. Payment Terms, Net 30 days.
3. Vendor must furnish current material safety data sheet (MSDS) on or before delivery of each and every hazardous chemical or substance which is classified as toxic under chapter 442, F.S. or by any state or federal law, rule or regulation. Labels and MSDS shall be provided for all shipments. Send MSDS and other pertinent data to: School Board of Martin County, Risk Management Office, 500 East Ocean Blvd., Stuart, FL 34994-2572. Include location and expected date of delivery of the subject material with the MSDS.
4. If bid or contract terms conditions or specifications differ from those on this purchase order, the bid or contract shall have precedence.
5. Any and all terms and conditions attached hereto that vary from the general conditions shall have precedence.

DATE OF ORDER	REQUISITION NO.	VENDOR NO.	DATE REQUIRED	REFERENCE
07/19/2005	951800035	V0000072802		

QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
	<p>* * * TERMS & CONDITIONS * * *</p> <p>PLEASE NOTE: ALL SHIPMENTS MUST INCLUDE THE COMPLETE ADDRESS AS LISTED ON THE PO. FAILURE TO INCLUDE THE COMPLETE ADDRESS ON ALL SHIPPING DOCUMENTS WILL RESULT IN RETURN OF SHIPMENT! THE QUANTITY SHOWN IS AN ESTIMATE OF THE MAXIMUM NUMBER OF PAYMENTS TO BE MADE. UNIT PRICE IS THE AVERAGE DOLLAR VALUE OF EACH PAYMENT. DRAWS MUST BE APPROVED BY MCSD STAFF</p> <p>INSURANCE REQUIREMENT: THE VENDOR IS REQUIRED TO MAINTAIN WORKER'S COMP. INSURANCE AND PUBLIC LIABILITY INSURANCE IN AMOUNTS REQUIRED BY LAW.</p> <p>The parties agree to the terms and conditions of this contract</p> <p>Martin County Sch Board Chair Date _____</p> <p>Contractors authorized Rep. <i>[Signature]</i> Date <u>7-28-05</u></p>			PAGE 2

SHIPPING INFORMATION ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT (2005-2006) **TOTAL THIS ORDER** ****65,500.00

SHIP TO: MARTIN COUNTY SCHOOL BOARD
DIRECTOR OF FACILITIES -SHERRY RASMUSSEN
500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16
STUART FL 34994

TO BE VALID, ALL PURCHASES MUST BE MADE ON THIS FORM AND BEAR THE SIGNATURE OF THE DIRECTOR OF PURCHASING IF THE VALUE EXCEEDS \$750.00

AUG 12 2005

Director of Purchasing
[Signature]

PURCHASE ORDER

SCHOOL BOARD OF MARTIN COUNTY

INVOICE TO

**FOR PROMPT PAYMENT ALL INVOICES MUST BE ADDRESSED TO THE FINANCE OFFICE:
500 EAST OCEAN BLVD. STUART, FL 34994-2572
PHONE (772) 219-1200 FAX (772) 219-1229**

P.O. NUMBER 06001226
SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING LISTS, CORRESPONDENCE, AND INVOICES.
ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE

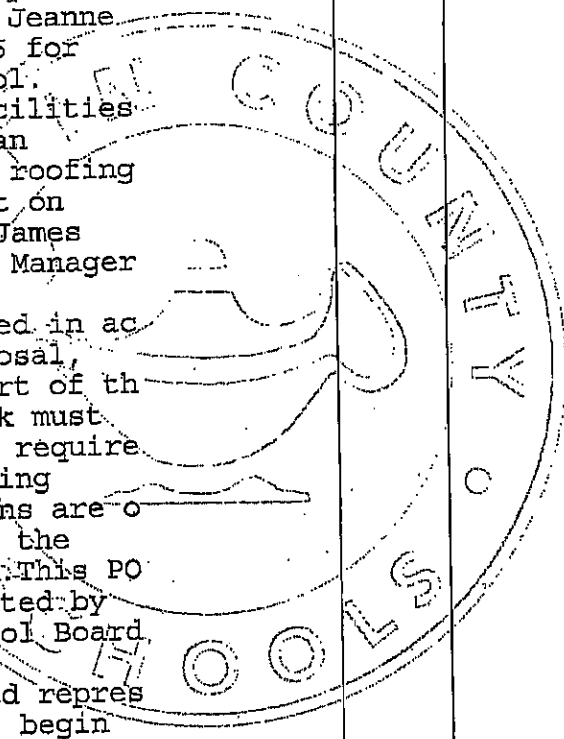
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VENDOR MORRELL ARCHITECTURAL SYSTEMS
5402 W LINEBAUGH AVENUE

TAMPA FL 33624

DATE OF ORDER	REQUISITION NO.	VENDOR NO.	DATE REQUIRED	REFERENCE
07/28/2005	951800050	V0000073759		

QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
10	0375. .7400.0682.8221.1235. Remove & replace metal panels damaged from Hurricane Jeanne per proposal of 6/27/05 for Indiantown Middle School. Proposal on file in Facilities Office. MCSB approved an emergency contract for roofing repairs and replacement on Feb.15, 2005 ex. 10B. James Copeland, Construction Manager will verify work. All work to be performed in accordance with the proposal, attached and made a part of this purchase order. Work must not commence until all required documentation including insurance certifications are on file and approved by the Director of Facilities. This PO must be signed and dated by the Martin County School Board Chairperson and the contractor's authorized representative. No work shall begin until after the last date of r	EACH	42,200.00 4220.0000	42200.00



SHIPPING INFORMATION

ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT (2005-2006)

TOTAL THIS ORDER - CONTINUED -

SHIP TO: MARTIN COUNTY SCHOOL BOARD
DIRECTOR OF FACILITIES -SHERRY RASMUSSEN
500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16

STUART FL 34994

TO BE VALID, ALL PURCHASES MUST BE MADE ON THIS FORM AND BEAR THE SIGNATURE OF THE DIRECTOR OF PURCHASING IF THE VALUE EXCEEDS \$750.00

Director of Purchasing

The Board is not subject to state sales tax.

Florida Sales Tax Exemption # 53-07-014483-53C

VENDOR

AUG 12 2005
5-C
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PURCHASE ORDER
SCHOOL BOARD OF MARTIN COUNTY

INVOICE

**FOR PROMPT PAYMENT ALL INVOICES MUST
 BE ADDRESSED TO THE FINANCE OFFICE:
 500 EAST OCEAN BLVD. STUART, FL 34994-2572
 PHONE (772) 219-1200 FAX (772) 219-1229**

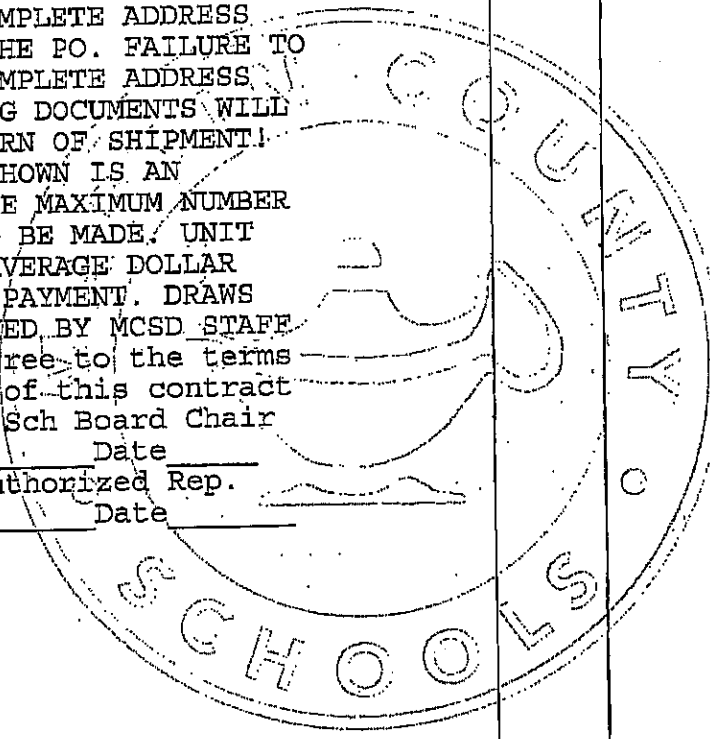
**VENDOR MORRELL ARCHITECTURAL SYSTEMS
 5402 W LINEBAUGH AVENUE**

TAMPA FL 33624

P.O. NUMBER 06001226
 SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING
 LISTS, CORRESPONDENCE, AND INVOICES.
 ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON
 REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE
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 before delivery of each and every hazardous chemical or substance
 which is classified as toxic under chapter 442, F.S. or by any state or
 federal law, rule or regulation. Labels and MSDS shall be provided for
 all shipments. Send MSDS and other pertinent data to: School Board of
 Martin County, Risk Management Office, 500 East Ocean Blvd., Stuart,
 FL 34994-2572. Include location and expected date of delivery of the
 subject material with the MSDS.
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 this purchase order, the bid or contract shall have precedence.
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 general conditions shall have precedence.

DATE OF ORDER	REQUISITION NO.	VENDOR NO.	DATE REQUIRED	REFERENCE
07/28/2005	951800050	V0000073759		

QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
	equired execution. * * * TERMS & CONDITIONS * * * PLEASE NOTE: ALL SHIPMENTS MUST INCLUDE THE COMPLETE ADDRESS AS LISTED ON THE PO. FAILURE TO INCLUDE THE COMPLETE ADDRESS ON ALL SHIPPING DOCUMENTS WILL RESULT IN RETURN OF SHIPMENT. THE QUANTITY SHOWN IS AN ESTIMATE OF THE MAXIMUM NUMBER OF PAYMENTS TO BE MADE. UNIT PRICE IS THE AVERAGE DOLLAR VALUE OF EACH PAYMENT. DRAWS MUST BE APPROVED BY MCS D STAFF The parties agree to the terms and coditions of this contract Martin County Sch Board Chair Date _____ Contractors authorized Rep. Date _____			



SHIPPING INFORMATION

ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT
 TOTAL THIS ORDER ****42,200.00

SHIP TO: MARTIN COUNTY SCHOOL BOARD
 DIRECTOR OF FACILITIES - SHERRY RASMUSSEN
 500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16
 STUART FL 34994

TO BE VALID, ALL PURCHASES MUST BE MADE
 ON THIS FORM AND BEAR THE SIGNATURE OF
 THE DIRECTOR OF PURCHASING IF THE VALUE
 EXCEEDS \$750.00

Director of Purchasing
 AUG 12 2005
 S-C
 2/2

The Board is not subject to state sales tax.
 Florida Sales Tax Exemption # 53-07-014483-53C

VENDOR

PURCHASE ORDER
SCHOOL BOARD OF MARTIN COUNTY

**FOR PROMPT PAYMENT ALL INVOICES MUST
 BE ADDRESSED TO THE FINANCE OFFICE:
 500 EAST OCEAN BLVD. STUART, FL 34994-2572
 PHONE (772) 219-1200 FAX (772) 219-1229**

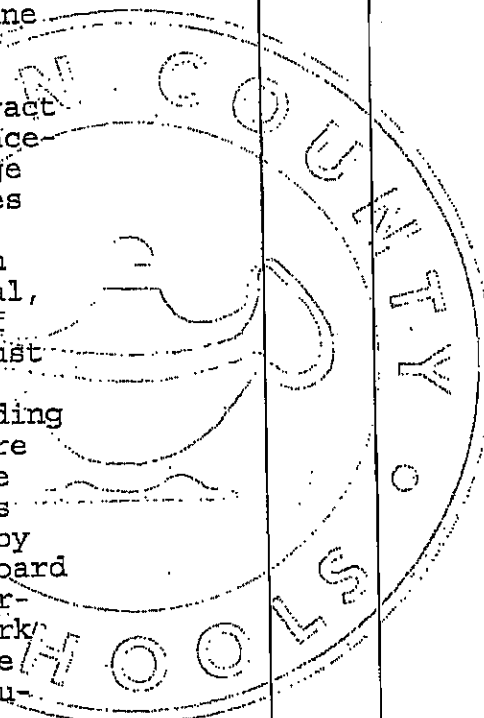
VENDOR MORRELL ARCHITECTURAL SYSTEMS
 5402 W LINEBAUGH AVENUE

 TAMPA FL 33624

P.O. NUMBER 06001404
 SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING
 LISTS, CORRESPONDENCE, AND INVOICES.
 ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON
 REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE
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 before delivery of each and every hazardous chemical or substance
 which is classified as toxic under chapter 442, F.S. or by any state or
 federal law, rule or regulation. Labels and MSDS shall be provided for
 all shipments. Send MSDS and other pertinent data to: School Board of
 Martin County, Risk Management Office, 500 East Ocean Blvd., Stuart,
 FL 34994-2572. Include location and expected date of delivery of the
 subject material with the MSDS.
 4. If bid or contract terms conditions or specifications differ from those on
 this purchase order, the bid or contract shall have precedence.
 5. Any and all terms and conditions attached hereto that vary from the
 general conditions shall have precedence.

DATE OF ORDER 08/05/2005	REQUISITION NO. 951800103	VENDOR NO. V0000073759	DATE REQUIRED	REFERENCE
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QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
10	0375. .7400.0682.8021.1235. Remove & replace metal panels damaged from Hurricane Jeanne per proposal of 6/27/05 for Stuart Middle School. MCSB approved an emergency contract for roofing repairs & replace- ment due to hurricane damage Feb. 15, 2005 ex. 10B. James Copeland will verify work. All work to be performed in accordance with the proposal, attached and made a part of this purchase order. Work must not commence until all re- quired documentation including insurance certifications are on file and approved by the Director of Facilities. This PO must be signed & dated by the Martin County School Board and the contractor's author- ized representative. No work shall begin until after the last date of required execu- tion. * * * TERMS & CONDITIONS * * *	EACH	82,600.00 8260.0000	82600.00



SHIPPING INFORMATION

ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT

TOTAL THIS ORDER - CONTINUED -

SHIP TO: MARTIN COUNTY SCHOOL BOARD
 DIRECTOR OF FACILITIES -SHERRY RASMUSSEN
 500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16

 STUART FL 34994

TO BE VALID, ALL PURCHASES MUST BE MADE
 ON THIS FORM AND BEAR THE SIGNATURE OF
 THE DIRECTOR OF PURCHASING IF THE VALUE
 EXCEEDS \$750.00

The Board is not subject to state sales tax.

Director of Purchasing

AUG 12 2005
 S-D
 172

Florida Sales Tax Exemption # 53-07-014483-53C

VENDOR

PURCHASE ORDER
SCHOOL BOARD OF MARTIN COUNTY

INVOICE TOTAL

**FOR PROMPT PAYMENT ALL INVOICES MUST BE ADDRESSED TO THE FINANCE OFFICE:
 500 EAST OCEAN BLVD. STUART, FL 34994-2572
 PHONE (772) 219-1200 FAX (772) 219-1229**

**VENDOR MORRELL ARCHITECTURAL SYSTEMS
 5402 W LINEBAUGH AVENUE**

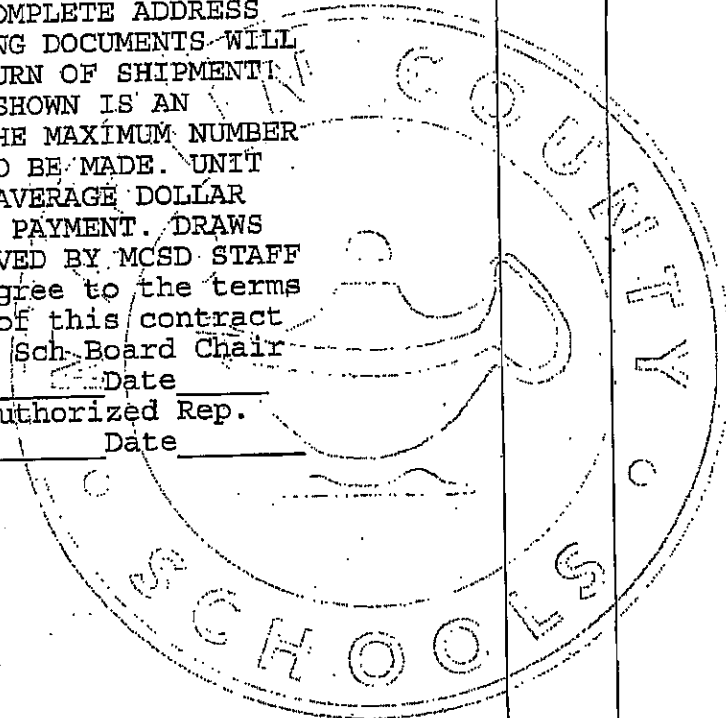
TAMPA FL 33624

P.O. NUMBER 06001404
 SHOW P.O. NUMBER ON ALL SHIPPING CONTAINERS, PACKING LISTS, CORRESPONDENCE, AND INVOICES.
 ORDER SUBJECT TO TERMS AND CONDITIONS BELOW, ON REVERSE SIDE OR ATTACHED.
TERMS AND CONDITIONS CONTINUED ON REVERSE

- All goods will be delivered F.O.B. destination unless otherwise agreed. The vendor will prepay shipping charges and add them to the invoice for purchases specifically agreed to as F.O.B. shipping point.
- Payment Terms, Net 30 days.
- Vendor must furnish current material safety data sheet (MSDS) on or before delivery of each and every hazardous chemical or substance which is classified as toxic under chapter 442, F.S. or by any state or federal law, rule or regulation. Labels and MSDS shall be provided for all shipments. Send MSDS and other pertinent data to: School Board of Martin County, Risk Management Office, 500 East Ocean Blvd., Stuart, FL 34994-2572. Include location and expected date of delivery of the subject material with the MSDS.
- If bid or contract terms conditions or specifications differ from those on this purchase order, the bid or contract shall have precedence.
- Any and all terms and conditions attached hereto that vary from the general conditions shall have precedence.

DATE OF ORDER 08/05/2005	REQUISITION NO. 951800103	VENDOR NO. V0000073759	DATE REQUIRED	REFERENCE
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QUANTITY	ITEM & DESCRIPTION	UNIT	UNIT COST	TOTALS
	<p>PLEASE NOTE: ALL SHIPMENTS MUST INCLUDE THE COMPLETE ADDRESS AS LISTED ON THE PO. FAILURE TO INCLUDE THE COMPLETE ADDRESS ON ALL SHIPPING DOCUMENTS WILL RESULT IN RETURN OF SHIPMENT. THE QUANTITY SHOWN IS AN ESTIMATE OF THE MAXIMUM NUMBER OF PAYMENTS TO BE MADE. UNIT PRICE IS THE AVERAGE DOLLAR VALUE OF EACH PAYMENT. DRAWS MUST BE APPROVED BY MCSD STAFF</p> <p>The parties agree to the terms & conditions of this contract Martin County Sch. Board Chair _____ Date _____ Contractors authorized Rep. _____ Date _____</p>			
				PAGE 2



SHIPPING INFORMATION

ALL DELIVERIES MUST BE MADE BETWEEN 8:00 A.M. - 3:30 P.M. EXCEPT BY SPECIAL ARRANGEMENT (2005-2006) **TOTAL THIS ORDER: ****82,600.00**

**SHIP TO: MARTIN COUNTY SCHOOL BOARD
 DIRECTOR OF FACILITIES -SHERRY RASMUSSEN
 500 E.OCEAN BLVD, BLDG 30, FLR 2, ROOM 16
 STUART FL 34994**

TO BE VALID, ALL PURCHASES MUST BE MADE ON THIS FORM AND BEAR THE SIGNATURE OF THE DIRECTOR OF PURCHASING IF THE VALUE EXCEEDS \$750.00

The Board is not subject to state sales tax.

Florida Sales Tax Exemption # 53-07-014483-53C

VENDOR

Director of Purchasing
AUG 12 2005
 S-D
 242

BID TABULATION

OPENED BY: Steven Serynek

BID TITLE: Fire Alarm System Modifications at HOMS & IMS

TABULATED BY: ~~Jean Klatt~~ *Mark Cocco*

BID NUMBER: 050535

VERIFIED BY: Rodger Osborne

OPENING DATE: 6/17/05 **TIME:** 2:00 P.M.

ARCHITECT/ENGINEER: .

PAGE 1 OF 1 PAGE(S)

POSTING TIME/DATE FROM: 6/17/05 **UNTIL:** 6/21/05

NAME OF BIDDER	BASE BID FIGURE	ALTERNATES			ADDENDA	PRE-QUALIFIED APPLICATION	SUBMITTED APPLICATION	TRENCH SAFETY ACT	BID BOND	LIST OF SUBS
		1	2	3						
First Fire Alarm	\$ 87,642.60				1 2					
Simplex Grinnell										
SVI Systems	\$ 313,391.00									

AUG 12 2005
5-F
19.3

BID TABULATION

OPENED BY: Steven Serynek

BID TITLE: Fire Alarm System Modifications at HOMS & IMS

TABULATED BY: ~~John~~ *Mark Cocco*

BID NUMBER: 050535

VERIFIED BY: Rodger Osborne

TIME: 2:00 P.M.

OPENING DATE: 6/17/05

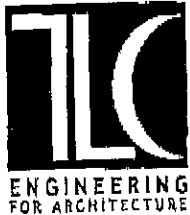
ARCHITECT/ENGINEER: .

PAGE 1 OF 1 PAGE(S)

POSTING TIME/DATE FROM: 6/17/05 **UNTIL:** 6/21/05

NAME OF BIDDER	BASE BID FIGURE	ALTERNATES			ADDENDA	PRE-QUALIFIED APPLICATION	SUBMITTED APPLICATION	TRENCH SAFETY ACT	BID BOND	LIST OF SUBS
		1	2	3						
First Fire Alarm	\$53,929.47				1 2					
Simplex Grinnell										
SVI Systems	\$224,892.00									
EXTRAS SVI FOR BOTH	\$2,863.00									

AUG 12 2005
5-F
2/3



August 10, 2005

Fax # 772-219-1236

Martin County School District
500 East Ocean Blkvd.
Stuart, Florida 34994

Attn: Rodger Osborne

Re: Fire Alarm System Modifications at
Hidden Oaks and Indian Town Middle School

Rodger,

Only two bidders submitted a proposal for the above project.

We recommend to reject all bids. The specifications will be revised and we recommend to rebid the project.

If you have any questions, please do not hesitate to call.

Yours truly,

TLC Engineering for Architecture



Peter Fröhlich
Project Manager

TLC - ENGINEERING FOR ARCHITECTURE
874 Dixon Boulevard, Cocoa, FL 32922-5809
Phone 321.636.0274 www.tlc-engineers.com Fax 321.639.8986

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MEMORANDUM

DATE: July 13, 2005

TO: All Non-Instructional Personnel
All Principals/Directors/Supervisors
School Board Members

FROM: Lisa Edwards, AFSCME President
Helene K. Baxter, Labor/Employment Representative

SUBJECT: AFSCME/District Interest-Based Bargaining

The AFSCME and District negotiating teams (hereinafter the "Team") met on June 28 and June 29, 2005, to continue collaborative bargaining with FMCS mediator Gilbert Escudero. At these meetings, the Team worked together collaboratively and reached a tentative agreement to settle. Below is a summary of the settlement agreement reached.

1. Salary increases. If ratified, wages will be increased as follows:
 - a. All eligible employees will move up one (1) step this year.
 - b. A new step will be added to the top of all salary schedules (except custodian schedules, where this was done last year). Those employees currently on the top step (and who are eligible to move up a step) will move to the new top step. Step 0 will be eliminated on all schedules. New employees will start on Step 1.
 - c. All employees will receive a minimum 5% increase (including step increase).
 - d. The hourly wages for all Food Service workers will be increased by fifty (50) cents (approximately a 15% increase). This increase will be funded out of food service funds.
 - e. The 5% increase in the core benefits package (i.e., health, dental, vision and life insurance) will be paid by the District.
 - f. The increase in FRS benefits will be paid by the District.

Salary increases will be retroactive to July 1, 2005, in accordance with Article 4.P of the Contract; however, summer school positions will not be eligible for retroactive pay.

2. Leave Before/After Holiday. The Team agreed to add the following language to Article 15 of the Contract:

The parties, the School Board of Martin County and AFSCME Florida Council 79, Local 597, having met to negotiate a solution concerning employee personal leave before or after a holiday recognized on the school district calendar, agree as follows:

A District leave form (currently Form 10) will be submitted to the employee's supervisor not later than 15 work days before the holiday during which the

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employee desires to take personal leave;

The percentage of bargaining unit employees who may be granted personal leave before or after a holiday is limited as follows:

- Employment sites with 1-19 bargaining unit employees, twelve (12) percent;
- Employment sites with 20-31 bargaining unit employees, ten (10) percent;
- Employment sites with 32 or more bargaining unit employees, nine (9) percent.

This agreement is inapplicable to 227-day employees except that they may be granted personal leave at the discretion of the site administrator.

3. Educational Supplement. The Team agreed to add the following language to Appendix C of the Contract:

Employees wishing to apply for a professional growth supplement shall make written application on approved form(s) to the Director of HRMD no later than June 30th. Applications received after June 30th will not be considered. Applications for a professional growth supplement submitted prior to June 1st will be returned to the applicant. Upon receipt of the application, the Director of HRMD will determine eligibility. If approved, payment for the appropriate category will be made to the employee in a lump sum prior to ~~September 1~~ September 30th of the subsequent fiscal year.

4. Retirement Supplement. The Team agreed to add the following language to Appendix C of the Contract:

Retiring employees who have a minimum of 10 consecutive years in the District immediately preceding retirement shall receive a \$4,000 supplement and said amount will remain as a portion of the final year's salary. Employees hired prior to July 1, 2005, who had ten consecutive years with the District previously, must have 6 consecutive years with the District immediately preceding retirement to qualify for the supplement. A participating employee must qualify for retirement under the Florida Retirement System and notify the Director of Personnel at least ninety (90) days prior to the projected retirement date in order to receive this supplement. The Superintendent may waive the notice requirement. The supplement will be paid only once.

5. Transportation Issues. The Team agreed to add the following language to Article 15 of the Contract:

The parties agree to establish a Transportation Procedure Committee. This Committee will meet quarterly during the year to review overtime reports and address overtime, fieldtrip bidding and other related issues. The Committee will work collaboratively to address issues identified at the meeting. Meetings may be called by either party as needed if issues arise.

The first meeting of the Transportation Committee has been scheduled for August 16, 2005, and the Committee will address the issue of overtime pay.

6. **Mandatory Fingerprint Requirement.** In the next four (4) years, the District is required by law to refingerprint all employees hired before July 1, 2004. The District will fingerprint 25% of employees each year, until the requirement is met. During negotiations of the salary schedules, the Team discussed the cost of refingerprinting and agreed that it will be paid by the employee. Employees will be given advance notice from the Personnel Department so they can be prepared to meet the requirements.

AFSCME will schedule a ratification vote for August 15, 2005. AFSCME expect to send notice of the ratification vote to all non-instructional employees by August 4, 2005.



MEMORANDUM

DATE: July 27, 2005

TO: All Instructional Personnel
All Principals/Directors/Supervisors
Dr. Sara Wilcox
School Board Members

FROM: Jeanette Phillips, MCEA President
Helene K. Baxter, Labor/Employment Representative

SUBJECT: Interest Based Bargaining Session #6

The MCEA and District negotiating teams (hereinafter the "Team") met on July 25, 2005, to continue collaborative bargaining with FMCS mediator Gilbert Escudero. At these meetings, the Team worked together collaboratively and reached a tentative agreement to settle. Below is a summary of the settlement agreement reached.

1. Salary Increases.

The Team agreed to a total economic settlement of 5.1% for instructional employees. All eligible employees will move up one (1) step this year. Those employees who were on Step 18 for the 2004/05 school year and who completed one-half a year plus one day of the 2004/05 school year, will receive longevity pay (added to their salary) of 4%. The beginning salary has been increased to \$32,800. Supplements will increase by 3.55%. The salary increases will be retroactive to July 1, 2005, in accordance with Article II.4.G of the Contract.

In addition, the District has agreed to pay for the increase in the core benefits package and the increase in FRS. The District will also pay the cost of re-fingerprinting current instructional bargaining unit employees.

2. Grievance Procedure.

The Team discussed and agreed to remove the language from Article III, Grievance Procedure, that prohibits the Union from bringing a grievance in its own name (without an affected employee) or maintaining a grievance filed by an affected employee.

3. No Child Left Behind Mandates, Performance Matters and 90-Minutes Reading Block.

The Team has agreed to form a committee at the start of the 2005/06 school year to continue discussions

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on the No Child Left Behind Mandates, Performance Matters and the 90-minutes Reading Block, as well as other issues that may arise between the District and MCEA. This committee will meet on an as-needed basis; with either party have the ability to schedule a meeting. An agenda will be prepared by the party requesting the meeting and provided to the other party in advance of the meeting. It is agreed that a mandatory meeting will be scheduled in January 2006, to discuss No Child Left Behind.

MCEA has also scheduled Mr. Michael Monroe from FEA to give a presentation on No Child Left Behind on September 19, 2005, at Martin County High School Auditorium. This presentation is open to the public. Additional details will be provided in the next few weeks.

4. **Video Cameras.**

The Team discussed and agreed to add the following language to the contract:

V.14. Video Cameras

- A. Employees shall be notified in writing when non-audio cameras/videos are installed in a workplace. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility.
- B. These cameras are installed for security reasons only.
- C. Tapes from video cameras will not be used to evaluate employees.
- D. The District will pursue any unlawful act which is shown on a tape. The District may also investigate any unethical act shown on a tape and may discipline violations that are supported by other evidence.

5. **Retirement supplement qualification.**

The Team reached agreement to add the following (underlined) language to Article XII.8 of the Contract:

Each retiring employee (normal retirement only) who has worked a minimum of ten (10) years in the Martin County School District immediately preceding retirement, with no break in service, will received a terminal pay supplement of 15% of the employee's current annual salary in one lump sum. Authorized leave does not constitute a break in service. Unauthorized leave constitutes a break in service.

6. **Indiantown Supplement.**

The Team reached agreement to add the following (underlined) language to Article II.4 of the Contract to clarify that there are 3 different types of supplements available for instructional staff working at Indiantown Middle and Warfield Elementary School.

- F. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools shall for the duration of the Agreement, have their individual salaries adjusted to reflect a \$1,375 Western Zone Supplement.
- G. In addition to the salary reflected in the collective bargaining agreement, salaries will include a 4.5% Western Zone Recruitment and Retention Supplement as reflected in Appendix B for an employee with the same experience or step.

7. **Union Days.**

The Team reached agreement to add the following (underlined) language to Article XI.1 of the Contract:

Members of the Association Executive Board may use no more than 20% of the 2.2% days for school site visits. No one person may use more than 2 days for school site visits. The primary purpose of a school site visit is not to recruit members.

8. **Juvenile Offender Notification.**

The Team agreed that the District, with input from Dan Alley, would prepare procedures outlining the law on Juvenile Offender Notification and the current practice in the MCSD. This procedure would be included in the staff handbook at each school site.

9. **Lesson Plans.**

The Team agreed to recommend to the School Board that it amend proposed School Board Rule 3520.03(B)(3), on the Employment of Substitutes and Part-Time Professional Staff, as follows:

3. Each substitute teacher shall conduct classes according to lesson plans and schedules provided. ~~prepared by the teacher who is absent.~~

It was understood that this language would be reviewed by the School Board at a future Board meeting.

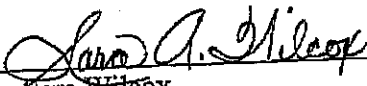
The MCEA will schedule a ratification vote for the instructional bargaining unit members to take place within the next two weeks. Full detailed ratification packets will be at the school sites by next week. Details will be forthcoming from MCEA.

MEMORANDUM OF AGREEMENT

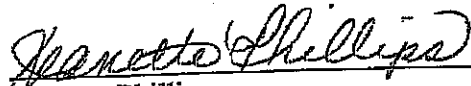
The Martin County School District and the Martin County Education Association agree to add the following language to the 2004-2005 Contract at Article XII.9 Optional Retirement Annuity:

5. Grandfathered employees who elected to opt in to the early retirement program may extend their scheduled retirement date by submitting a written request to the Superintendent, with a copy to the MCEA. This request must be received by the Superintendent no later than thirty (30) calendar days prior to the scheduled retirement date. The scheduled retirement date may be extended for up to three (3) years. All extension requests will be approved.

Agreed to this 26 day of April, 2005



Dr. Sara Wilcox
Superintendent
Martin County School District



Jeanette Phillips
President
Martin County Education Association

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