



**AGENDA
SPECIAL SCHOOL BOARD MEETING**

Thursday, February 7, 2008 -11:30 a.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 AT&T Metro-Ethernet Contract:***Steve Weil (Ex. 3)
4. **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

February 19, 2008 -7:00 p.m.
March 18, 2008 – 7:00 p.m.
April 15, 2008-7:00 p.m.
School Board Meeting Room

Insurance Committee Meeting

Monday, February 11, 2008-3:30 p.m.
Instructional Center-Room 6
500 E. Ocean Blvd., Stuart, FL 34994

Insurance Committee Meeting

Monday, February 25, 2008-3:30 p.m.
Instructional Center-Room 6
500 E. Ocean Blvd., Stuart, FL 34994

**Joint Meeting between the School Board of Martin County,
The Martin County Board of County Commissioners, and the City of Stuart**

Wednesday, June 18, 2008- 9:00 a.m.-12:00 p.m.
John F. Armstrong Wing at the Blake Library
2351 S.E. Monterey Rd., Stuart, FL 34996

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



Contract Service Arrangement Agreement

Case Number FL07-F162-03

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Martin County School Board ("Customer" or "Subscriber"). This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein and except as otherwise provided in Section 13 below, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of

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growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
701 Northpoint Pkwy., #400
West Palm Beach, FL 33407-

Subscriber

Martin County School Board
500 SE Ocean Blvd
Stuart, FL 34994-

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10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
13. Customer and Company acknowledge and agree that to the extent the Service provided under this Agreement is deregulated or de-tariffed by operation of law, regulation, or otherwise, all references in this Agreement to "BellSouth General Subscriber Services Tariff", "BellSouth tariffs", "BellSouth's lawfully filed tariffs", or any other reference to BellSouth's tariffs on file with the Public Service Commissioner(s) of the applicable state or states shall be deemed reference to the terms set forth in this Agreement, as well as the Service Descriptions and Price Lists and the BellSouth Service Agreement, all of which can be found at the link found at http://cpr.bellsouth.com/bst/product_line.htm, all incorporated herein by reference as if fully included herein. Customer agrees such deregulated or de-tariffed Service shall be provided in accordance with the terms and conditions set forth in this Agreement, the Service Descriptions and Price Lists for each applicable state or states and the BellSouth Service Agreement found at the link above. To the extent there exist any discrepancies or inconsistencies between the terms set forth in the body of this Agreement and those incorporated by reference, the terms and conditions set forth in the body of this Agreement shall govern.
14. Customer acknowledges that Customer has read and understands this Agreement and agrees to be bound by its terms and conditions including all terms set forth in the Service Descriptions and Price Lists found at http://cpr.bellsouth.com/bst/product_line.htm, as applicable. Customer further agrees that this Agreement and any attachments hereto, constitute the complete and exclusive statement of the agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Customer and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. The undersigned warrant and represent that they have the authority to bind Customer and Company to this Agreement.

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Offer Expiration: This offer shall expire on: 6/5/2008.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

The Agreement is for thirty-six (36) months.

Under this Agreement, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
Martin County School Board

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.

By: *[Signature]*
Authorized Signature

Printed Name: *Francis Rhinehart*

Title: *Tech Brand Mgr.*

Date: *2/7/08*



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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Metro Ethernet Reporting Charge, per connection	\$.00	\$7.00	CNMME
2	Metro Ethernet Reporting Security card, each	\$.00	\$.00	CNMSC
3	Metro Ethernet Reporting, Service Establishment Charge, per customer account	\$.00	\$.00	CNMSE
4	Metro Ethernet Web Interface Charge, first	\$.00	\$.00	CNMWF
5	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$630.00	MTEP3
6	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$791.00	MTEP4
7	BellSouth® Metro Ethernet Service, 50Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,043.00	MTEP5
8	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,260.00	MTEP6
9	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$1,575.00	MTEP7
10	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 10 through 99 Mbps Connection	\$.00	\$259.00	MTEMA
11	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$70.00	MTETP
12	Special Construction for placing new facilities	\$.00	\$.00	WOOOV

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RATES AND CHARGES

NOTES:

1. Customer's Metro Ethernet service includes the service locations listed below. Metro Ethernet service is location specific. If facilities do not exist, special construction charges may apply.

- 1951 Southwest 34th Street, Stuart, Florida
3700 Southeast Seabranh Boulevard, Hobe Sound, Florida
401 Northwest Baker Road, Stuart, Florida
2095 Southwest 96th Street, Stuart, Florida
500 East Ocean Boulevard, Stuart, Florida
3260 Southeast Lionel Terrace, Stuart, Florida
500 Southeast Ocean Boulevard, Stuart, Florida

2. These rates and charges are only valid if the Customer is served from a central office equipped for Metro Ethernet service, or can be extended to a central office equipped for Metro Ethernet service.

3. The following nonrecurring charges will not apply upon installation. However, if all or any part of the service is disconnected prior to the expiration of the selected term, then Customer will pay full nonrecurring charges that were waived at installation as identified below in addition to applicable termination liability charges.

Table with 4 columns: USOC, Description, Nonrecurring Charge, and a fourth column with values like 'each'. Rows include WOOOV (Special Construction Charges), CNMSC (CNM Security Card), CNMSE (CNM Service Establishment Charge), and MTEP3 through MTEP7 (Metro Ethernet Service with various Mbps Premium Connections).

Furthermore, upon Customer's request to disconnect all service prior to the expiration of the selected term, Customer will be charged a one-time Contract Preparation Charge in the amount of \$692.00.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 2

Handwritten number 3 and date 7/7/11



Contract Service Arrangement Agreement

Case Number FL07-F162-03
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**ATTACHMENT TO _FL07-F162-03_____] ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE")
FUNDING**

(PLEASE CHECK THE APPROPRIATE BOX – A OR B)

This Attachment ("Attachment"), entered into by AT&T Corp. ("AT&T") and the ___Martin County School Board_____] ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated [_02/07/2008_____ between the parties thereto. This Attachment shall have the same term as that of the Agreement. If there are any inconsistencies between the Agreement and this Attachment, the terms and conditions of this Attachment shall control.

GENERAL TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES:

1. Reimbursement of USAC. If USAC seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that any approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements), Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement. In addition, Customer agrees all payment obligations under the Agreement shall continue in effect, including but not limited to payment of early termination charges, if applicable.

2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for Universal Service (E-Rate) funding is solely the responsibility of the Schools and Libraries Division of USAC (SLD) and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

3. Requested Information. If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; and, (v) Service Certification Form; (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

4. Representations, Warranties and Indemnities. Each Party represents and warrants that it has or will comply with all laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment

[Customer must choose one of the following]

A) IMPLEMENTATION OF ATTACHMENT IS INDEPENDENT OF E-RATE FUNDING COMMITMENT FROM SLD

Customer desires that Services commence on or about July 1, 2008]. The implementation of this Service is not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). In the event Customer applies for funding, Customer shall notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD, if funding has been awarded.

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B) **CUSTOMER MAY TERMINATE ATTACHMENT IF E-RATE FUNDING IS DENIED:**

1. Scope. Customer has determined that some or all of the products and/or Services in this Attachment are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") of 1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder (the Services are further described in the Agreement). Customer agrees to use best efforts to obtain a Funding Commitment Decision Letter ("FCDL") from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") approving funding for the initial fiscal year covered by this Attachment and shall notify AT&T within ten (10) business days of Customer's receipt of the FCDL. Customer desires that Services commence on or about July 1, 2008]. However, AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives notification that Customer has received the FCDL approving funding and has also submitted the Form 486 – Receipt of Service Confirmation Form. **If, however, Customer directs AT&T to commence work in advance of the receipt of the FCDL, Customer agrees to pay any and all charges associated with such work if the funding is denied.**

3. Funding Denial: Agreement Termination; Customer's Right to Change Attachment Designation. If E-Rate funding for any Service(s) is denied for the initial fiscal year of the Agreement or Attachment, as applicable, the Agreement or Attachment for such Service(s) shall terminate within sixty (60) days of the date of the FCDL in which E-Rate funding is denied and Customer will not incur termination liability; provided, however, Customer may provide AT&T written notice within said sixty (60) day period to change the designation in this Attachment to Section "A," above, and AT&T shall thereafter commence implementation the Service(s) without E-Rate funding and Customer shall be responsible for all charges, accordingly.

Customer must designate the intended funding method in the event E-rate funding is approved:

- Billed Entity Application Reimbursement ("BEAR") – Form 472*
 Service Provider Invoice form - ("SPI") – Form 474**

* Customer agrees to submit to AT&T all BEAR – Form 472 requests for certification (both Paper and Online) at least 5 business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) submitted on the Form 472. Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC. It is Customer's sole responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

** AT&T will file Form 474 ("SPI" form) after Services have been provided and AT&T has received notification of the following: an approved Funding Commitment Decision Letter ("FCDL"); an approved Form 486; and the appropriate Billed Accounts to be discounted per Funding Request Number. AT&T will then provide Discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment of Services rendered. For Customers purchasing products and services from AT&T Corp. (SPINs 143001192, 143001113, 143000067, 143005617) using the SPI method of funding, discounts will not be reflected on the customer's bill. Funding will be provided by AT&T to allow customer to pay their bill in full, and payment will be reimbursed to AT&T through the SPI Form 474 process to the SLD. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

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ALL CONTRACT DOCUMENTS MUST BE AUTHORIZED AND SIGNED BY BOTH AT&T AND CUSTOMER BEFORE SUBMISSION OF 471 FORM TO THE SLD. AT&T DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR APPLICATIONS SUBMITTED PRIOR TO THE AUTHORIZATION AND SIGNATURE BY ALL PARTIES.

SO AGREED by the Parties' respective authorized signatories:

Martin County School Board	AT&T Corp.
Customer Signature:	AT&T Signature: <i>[Signature]</i>
Print Name:	Print Name: <i>Frances Rhinesmith</i>
Title:	Title: <i>Tech Branch Mgr.</i>
Date:	Date: <i>2/7/08</i>

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