



**REVISED AGENDA
SPECIAL SCHOOL BOARD MEETING/WORKSHOP**

Wednesday, January 27, 2010 – 2:30 p.m.
School Board Meeting Room
500 E. Ocean Boulevard
Stuart, FL 34994

SPECIAL SCHOOL BOARD MEETING

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

1. **Adoption of the Agenda**
2. **Open to the Public/Board**
3. **Approve Consulting Services Agreement with D.C. Group of South Florida (P. 5 - 21)**
4. **Approve Schedule of Personnel Recommendations (P. 22 - 26)**
5. **Approve Auditor General Report No. 2010-072, Financial, Operational, and Federal Single Audit (P. 27 #)**
6. **Approve Metro E Contract Addendum (P. 29 – 35)**
7. **Open to the Board**
8. **Adjourn Special Meeting**

WORKSHOP

Call Workshop to Order by the Chairman.

1. **Open to the Public Section of Agenda –Discussion**
2. **Open to the Public/Board**

Exhibit Available for Review



UPCOMING MEETINGS

Unless otherwise noted, School Board Meetings & Workshops are held in the School Board Meeting Room, 500 East Ocean Boulevard

REGULAR MEETINGS

Tuesday, February 16, 2010 – 7:00 p.m.
Tuesday, March 16, 2010 – 7:00 p.m.
Tuesday, April 20, 2010 – 7:00 p.m.

SPECIAL MEETINGS

Wednesday, January 27, 2010 – 2:30 p.m.
Tuesday, March 2, 2010 – 4:30 p.m. Impasse Hearing
Tuesday, April 6, 2010 – 4:00 p.m. - Tentative

WORKSHOPS

Wednesday, January 27, 2010 – 2:30 p.m. - Public Comments
Tuesday, February 16, 2010 – 6:00 p.m. – Head Start Governance
Tuesday, February 23, 2010 – 2:30 – 5:30 – NEOLA
Tuesday, March 16, 2010 – 2:30 – 5:30 p.m. – NEOLA Tentative
Tuesday, April 20, 2010 – 2:30 – 5:20 p.m. – NEOLA
Tuesday, May 25, 2010 – 2:30 – 5:30 p.m. – NEOLA

INSURANCE COMMITTEE MEETINGS

The Instructional Center, Room 6, 3:30 p.m., Unless Otherwise Noted

Monday, February 22, 2010 Monday, March 22, 2010
Monday, March 1, 2010 Monday, April 26, 2010

JOINT MEETINGS

The John F. Armstrong Wing at the Blake Library

Tuesday, June 15, 2010 – 9:00 a.m. (Chair – School Board)

KEY COMMITTEE MEETING

Tuesday, January 26, 2010 – 7:30 a.m. MCHS Tiger's Den

NEOLA POLICY MEETINGS

Instructional Center Room 6

Tues., Feb. 23, 2010 – 9:00-11:30 a.m. – 6000 Finance	Wed., Apr. 21, 2010 – 1:00–5:00 p.m. – 5000 Students
Tues., Feb. 23, 2010 – 2:30-5:30 p.m. – 0000 Bylaws Workshop - <u>Board Rm.</u>	Tues., May 11, 2010 – 10:00–11:30 a.m. – 2000 Program
Wed., Feb. 24, 2010 – 8:30-11:30 a.m. – 8000 Operations	Tues., May 11, 2010 – 1:00–4:00 p.m. – 5000 Students (Pupil Personnel)/9000 Relations
Wed., Feb. 24, 2010 – 1:00-5:00 p.m. – 1000 Adm./3000 Inst. Staff/ 4000 Sup. Staff - <u>IC Room 7</u>	Wed., May 12, 2009 – 8:30–11:30 a.m. – 7000 Fac. - <u>TBD</u>
Tues., Mar. 16, 2010 – 2:30-5:30 p.m. – 1000 Adm./3000 Inst. Staff/ 4000 Sup. Staff Workshop – <u>Board Room</u> – Tentative	Wed., May 12, 2010 – 1:00–4:00 p.m. – 1000 Adm./ 3000 Inst. Staff/4000 Support Staff
Tues., Mar. 23, 2010 – 9:30-12:30 p.m. – 2000 Program	Tues., May 25, 2010 – 8:30–11:30 - 8000 Operations
Wed., Mar. 24, 2010 – 8:30-11:30 a.m. – 6000 Finance	Tues., May 25, 2010 - 2:30–5:30 - 2000 Programs/ 5000 Stu./9000 Rela. Workshop - <u>Board Room</u>
Wed., Mar. 24, 2010 – 1:00-5:00 p.m. – 7000 Facilities/8000 Operations	Tues., June 22, 2010 – 9:30–11:30 a.m. – 9000 Relations
Tues., Apr. 20, 2010 – 8:00–12:30 p.m. – 3000 Inst Staff - <u>Room 7</u>	Tues., June 22, 2010 – 1:00–4:00 p.m. – 2000 Program
Tues., Apr. 20, 2010 - 3:30–5:30 p.m. – 6000 Finance/7000 Facilities/ 8000 Operations Workshop - <u>Board Room</u>	Wed., June 23, 2010 – 8:30–11:30 a.m. – 5000 Students
Wed., Apr. 21, 2010 – 9:30 – 11:30 a.m. – 9000 Relations	Wed., June 23, 2010 – 1:00–4:00 p.m. – 6000 Fin. - <u>TBD</u>

0169.1 PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest. In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at those public meetings of the Board during which action may be taken and provide rules to govern such participation in Board meetings. The Chair of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct.

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 three (3) 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.

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.



School Board of Martin County
Agenda Item Request Form
Board Meeting: January 27, 2010

Agenda Item # 3

1. AGENDA ITEM: Consulting Services Agreement with D.C. Group

X appropriate box(s): X New [Renewal [Addenda [Presentation [Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION:

Staff Recommends engaging D.C.Group Consulting Services to assist in;

- 1) Creation of Strategic Energy Policy for MCSD
2) Assist with State of Florida Clean Energy, Energy Efficiency and Conservation Block Grants
3) Creation of an Energy Education Program, including appropriate curriculum.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [X] YES [] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name

Signature

Director/Principal: Julian G (Jay) Angel Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Type or Print Name

Signature

Finance Review: Type or Print Name

Signature

Legal Review: X REQUIRED Doug Griffin [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

**THE SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made and entered into this 14th day of January, 2010 by and between The School Board of Martin County, Florida, with offices at 500 East Ocean Boulevard, Stuart, Florida 34994, hereinafter referred to as the "Board", and D.C. Group of South Florida, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Board desires to enter into this Agreement with the Contractor, providing, among other things, for Contractor's services to the Board; and

WHEREAS, the Contractor desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** The Board shall retain the Contractor and the Contractor shall provide all labor, material and services required to provide the scope of services described on Exhibit "A" to the Board upon the terms and conditions hereinafter set forth.

2. **Term.** The term of this Agreement shall commence on or about the 27th day of January 2010, and terminate on or about the 31st day of March 2010, unless terminated prior to that date as set out hereinafter.

3. **Duties of Contractor.** During the period of this Agreement, the Contractor shall have the full and complete obligation and responsibility for the performance of the services, duties and work described in the attached Exhibit "A" for the Board and the Contractor shall be obligated to the Board for the performance of all such services, duties and work.

4. **Time Requirements.** The Contractor shall devote, during the term of this Agreement, such of his time, energy, and skill as is required to successfully perform all of his services, duties and work hereunder or as agreed to between the parties or as required by law or regulation.

5. **Compensation.** The Board shall compensate the Contractor on a time and material basis, in an aggregate amount not to exceed \$ 15,000.00. Contractor shall be compensated at the rate of \$ 100.00 per hour for the services of Contractor's contract administrator. The rates of other employees of the Contractor who may assist in this matter range from \$ N/A to N/A per hour, depending upon experience. Contractor shall not be entitled to compensation for travel time.

This Agreement (check one) IS or IS Not funded in whole or part with federal Funds. If this Agreement is to be funded in whole or part with Federal funds, then the

Form #24
Rev. 03/09
Pg. 2 of 11

additional terms and conditions contained in Exhibit "B" apply, which are incorporated herein by reference.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, travel time, printed library materials, use of the Contractor's courier for local deliveries, word processing, medical summaries, clerical or secretarial services are overhead and will not be separately compensated. In-house copying charges in excess of \$100.00 per month (at \$.15 per page) shall be considered non-routine and shall be reimbursable.

Billable hours shall be measured in 6 minute increments. Compensation of hours will be for actual time spent providing services to the Board.

Premium rates will not be paid for overtime work.

6. **Invoices.** The Board shall be billed monthly. Each statement for fees and costs shall be in a format that includes, at a minimum, the following information.

- A. Matter name and number, if applicable, or other matter reference.
- B. Invoice number for the particular bill.
- C. Inclusive dates of the month covered by the invoice.
- D. Itemization of the hours billed; a concise meaningful description of the services rendered, with sufficient detail to enable the Board to evaluate the services rendered and costs; the person(s) who performed the services for each day being billed; and their hourly rate as specified herein.
- E. A listing of all invoiced costs to be reimbursed. Invoiced costs must be accompanied by copies of actual receipts.
- F. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.
- G. Any other information as may reasonably be requested by the Superintendent.

7. **Relation of the Parties.** The Board retains the Contractor only for the purposes and to the extent set forth in this Agreement and the Contractor's relationship to the Board shall, during the term of this Agreement, be that of an Independent Contractor. The Board shall not withhold, from sums becoming payable to the Contractor hereunder, any amounts for State or Federal Income Tax, FICA (Social Security) Taxes, Florida Retirement System (FRS) or similar such employer obligations during the term of this Agreement. The Contractor shall be free to dispose of such portions of his entire time, energy and skill as he is not obligated to devote hereunder to the Board in such manner, as he deems advisable. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements or distributions by the Board pertaining to or in connection with any health, pension, bonus, or other benefit extended to the Board's employees.

8. **Insurance.**

A. **Commercial General Liability Insurance.** Except as otherwise provided, the Commercial General Liability Insurance provided by the Contractor shall conform to the requirements set forth.

i) The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per occurrence/Two Million (\$2,000,000) annual aggregate.

B. **Professional Liability Insurance.** If included with the scope of services reflected in Exhibit "A", the Contractor shall provide, subject to reasonable commercial availability, Professional Liability Insurance conforming to the following requirements:

i) The insurance shall be subject to a maximum deductible not to exceed Twenty-five Thousand (\$25,000) Dollars per claim.

ii) The minimum limits to be maintained (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, Two Million (\$2,000,000) annual aggregate.

C. **Errors & Omissions Insurance.** If included with the scope of services reflected in Exhibit "A", Contractor shall provide, subject to reasonable commercial availability the Errors & Omissions Liability Insurance conforming to the following requirements:

i) The minimum limits to be maintained by Contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million (\$1,000,000) Dollars per claim, One Million (\$1,000,000) annual aggregate.

ii) If the Error & Omission Liability Insurance required hereby is not reasonably commercially available, Contractor shall provide Officers, Directors and Employees Errors & Omissions Liability Insurance in lieu thereof with the same minimum limits of coverage as set forth above.

D. **Additional Insured.** All policies set forth above shall name the Board as an additional insured.

E. **Worker's Compensation.** As required by law.

9. **Indemnification.** The Contractor hereby assumes, releases and agrees to indemnify, defend, protect and save Board harmless from and against any loss of and/or damage to the property of Contractor, and all loss and/or damage on account of injury to or death of any

Form #24
Rev. 03/09
Pg. 4 of 11

persons whomsoever arising in any way from negligence or willful misconduct of Contractor, its employees, agents or independent contractors.

10. **Fingerprinting.** Contractor shall require all individuals assigned employed under this Agreement to meet all federal, state and local requirements including requirements of the Board for working with students. Contractor shall require all employees to submit to an FDLE background check prior to assignment. Employees found through the background screening process or otherwise to have been convicted of a crime involving moral turpitude shall not be assigned in any role allowing direct contact with students.

The Contractor will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by requiring each of its employees, agents and representatives who provide services under this agreement to complete the fingerprint screening prior to entering any of the District's school at a time when students may be present. Contractor shall contact the District's Personnel Department at 772-219-1200 ext. 30242 to schedule an appointment for screening. The fingerprint screening must be completed in advance of the Contractor, employee, agent or representative providing any services. The Contractor will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32 and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. The Contractor will provide the District a list of its employees. Contractor will update these lists in the event that any new employees are added and Contractor agrees that new employees shall be fingerprinted. Contractor agrees that in the event any employee is convicted of a criminal offense, the Contractor will notify the District within forty-eight hours.

The parties agree that in the event that the Contractor fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from Contractor failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

11. **Confidentiality.** In the course of providing services under this Agreement, Contractor may have access to data associated with former, prospective and/or enrolled students; faculty; staff; or other individuals affiliated with the Board; which may be protected by Federal and/or State laws and regulations; including, but not limited to, § 1002.22, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.*, and/or the Health Insurance Portability and Accountability Act ("HIPAA"), as amended or updated from time to time. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- A. The Board and Contractor agree that in the event any person(s) seek to access Confidential Information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that Contractor will immediately inform the

Form #24
Rev. 03/09
Pg. 5 of 11

Board of such request in writing if allowed by law or judicial and/or administrative order. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the Board. Contractor shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by Contractor shall be provided to the Board. It shall be the Board's sole responsibility to respond to requests for data or information received by Contractor regarding School District data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of Confidential Information, Contractor shall provide immediate notification to the Board of its receipt of such court order or lawfully issued subpoena and shall immediately provide the Board with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

- B. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Agreement may, at the Board's discretion, result in cancellation of this Agreement and the eligibility for Contractor to receive any information from the Board for a period of not less than five (5) years. In addition, Contractor agrees to indemnify and hold the School District harmless for any loss, cost, damage or expense suffered by the Board as a direct result of such breach.
- C. In the event that a security breach of its systems or processes exposes the Board's Confidential Information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the Board.
- D. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all Confidential Information received from the Board upon, and in accordance with, direction from the Board. Contractor shall not retain copies of any data or information received from the Board once the Board has directed Contractor as to how such information shall be returned to the Board and/or destroyed. Furthermore, Contractor shall ensure that they dispose of any and all data or information received from the Board in a Board-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- E. The provisions of this section shall survive termination of this Agreement.

12. **Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Contractor in accordance with his independent and professional judgment. The Contractor shall perform his services substantially in accordance with generally accepted practices and principles of his trade, business, or profession. This Agreement shall be subject to all rules and regulations of any and all organizations and associations to which the Contractor may from time to time belong, to all

Form #24
Rev. 03/09
Pg. 6 of 11

Board rules, and to the laws and regulations governing the practice of the Contractor's trade, business, or profession in this State.

13. **Termination.** Either party upon five (5) business days written notice may normally terminate this Agreement at any time, with or without cause. However, the Board specifically reserves the right to terminate this agreement immediately upon receipt of information believed by the Board to so warrant immediate termination.

14. **Income Tax or Employee Designation.** In the event that the Internal Revenue Service (IRS) should determine that the Contractor, according to IRS guidelines, is an employee subject to withholding and social security contributions, the Contractor shall acknowledge, as the Contractor acknowledges herein, that all payments to the Contractor are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon. Additionally, if the Contractor is otherwise deemed an employee (e.g., Florida Retirement System), the Contractor herein acknowledges that all payments to the Contractor are gross payments, and the Contractor is responsible for all contributions required of the Board for its employees. To the extent the Board pays such contributions as herein articulated, on behalf of the Contractor, the Contractor specifically and knowingly agrees to indemnify and otherwise make whole the Board for any and all such contributions so paid by the Board.

15. **Supplies, Tools, Materials.** Except as specifically provided herein, the Contractor is responsible for supplying all supplies, tools, and materials necessary to perform all duties as delineated herein.

16. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of Section 768.28, Florida Statutes.

17. **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

18. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

19. **Public Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Except as otherwise expressly provided herein, each party shall be responsible for compliance with any public documents request served upon it pursuant to Section

Form #24
Rev. 03/09
Pg. 7 of 11

119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

20. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

21. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

22. **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

23. **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

25. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Nineteenth Judicial Circuit of Martin County, Florida.

26. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

27. **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from the Board.

28. **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure").

29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

30. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School Board:	Superintendent of Schools The School Board of Martin County, Florida 500 E. Ocean Blvd. Stuart, Florida 34994
With a Copy to:	Julian G. (Jay) Angel, Director of Facilities _____ Name of District Representative Facilities Dept., 1050 East 10th Street _____ Address Stuart, FL 34996 _____ Address
To [Insert Name]:	D.C. Group of South Florida _____ Name of Other Party 1109 S. Congress Avenue _____ Address West Palm Beach, FL 33406 _____ Address
With a Copy to:	_____ Name to be Provided by Other Party _____ Address _____ Address

31. **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor

Form #24
Rev. 03/09
Pg. 9 of 11

in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

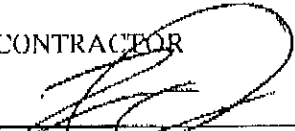
32. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

33. **Excess Funds.** Any party receiving funds paid by the Board under this Agreement agrees to promptly notify the Board of any funds erroneously received from the Board upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to the Board with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by the Board.

34. **Fiscal Non-Appropriations Clause.** In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and this contract shall terminate on the last day of the current fiscal period without penalty or expense to the Board.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

CONTRACTOR

Name: Laurence F. Davenport, Jr.
Date: 1/14/2010

THE SCHOOL BOARD OF
MARTIN COUNTY, FLORIDA

Name: Lorie Shekailo, MCSB Chair
Date: 1/27/2010

Attest:

Nancy Kline, Superintendent

Exhibit "B"

1. **Access To Records** (34 CFR 80.36 (i)(10)): All vendors, contractors and subcontractors shall give access to the Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcriptions.
2. **Records Retention** (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors must retain all records pertaining to this contract for three (3) years after the Board makes final payments and all other pending matters are closed.
3. **Clean Air Act** (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).
4. **Energy Efficiency** (34 CFR 80.36(i)(13)): All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).
5. **Suspension and Debarment**. In accordance with the United States Office of Management and Budget (OMB) Circular A-133 regarding procurements contracts equal to or exceeding \$25,000 vendors, contractors and subcontractors certify they are not listed on the Excluded Parties Listing System (EPLS) issued by the General Services Administration (GSA).
6. **Equal Employment Opportunity** (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).
7. **Copeland "Anti-Kickback" Act** (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).
8. **Davis-Bacon Act** (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program

Form #24
Rev. 03/09
Pg. 11 of 11

legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

9. **Contract Work Hours & Safety Standards Act** (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).



Martin County School District Energy Block Grants and Strategic Energy Policy

Proposal for Scope of Work
December 2009

Proposal for Scope of Work

- To create a Strategic Energy Policy for the Martin County School District that is consistent with the Treasure Coast Regional Planning Council and its SRPP
- To assist the Martin County School District with its the State of Florida Clean Energy and Energy Efficiency and Conservation Block Grants
- Assist in the creation of an Energy Education Program and appropriate curriculum

Deliverables from Martin County School District and The D.C. Group

- Due date for State of Florida Clean Energy Grant March/April 2010
- Martin County School District has to put on its agenda the Strategic Energy Policy for adoption prior to submission
- D.C. Group to assist Martin County School District in obtaining leveraging of grant funds
- D.C. Group to assist Martin County School District in gaining support from other municipalities, legislators and TCRPC for its grant applications.

Deliverables from Martin County School District and The D.C. Group

- D.C. Group to assist Martin County in Clean Energy Grant due in March/April 2010
- D.C. Group to assist Martin County School District in coordinating with local colleges, Business Development Board in regards to the Strategic Energy Policy

Costs

Projected time to assist in creation of Strategic Energy Policy and writing of State of Florida's Clean Energy grant and creation of education program that is consistent with DOE requirements is 150 hours of work at \$100.00 an hour bringing total to \$15,000.00 with 30% to be paid to D.C. Group at signing, with the remaining 70% to be paid at submission of Clean Energy Grant with the State of Florida



**School Board of Martin County
Agenda Item Request Form
Board Meeting: January 27, 2010**

Agenda Item # 4

1. **AGENDA ITEM:** Personnel Recommendations

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** All personnel recommendations are presented to the School Board for approval according to established policies. Approval is needed for the successful operation of the District and to maintain proper record keeping and management of employment records and data. Staff recommends approval of Personnel Recommendations.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Gail Williams
Type or Print Name

Gail Williams
Signature

Director/Principal: Pam Lannon
Type or Print Name

Pam Lannon
Signature

Exec. Director or Asst. Superintendent: Dr. Frank Raffone
Assistant Superintendent

Signature

Finance Review: _____
Type or Print Name

Signature

Legal Review: REQUIRED Doug Griffin
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Agenda of Personnel Recommendations

January 27, 2010

ADMINISTRATIVE PERSONNEL

TRANSFERS

1	Weil, Steve	Executive Director of Operation Services	Oper Serv	01/28/10	Educational Tech to Operation Services, Repl. R. Osborne
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THE SCHOOL BOARD OF MARTIN COUNTY
EXECUTIVE DIRECTOR FOR OPERATIONS SERVICES
JOB DESCRIPTION

QUALIFICATIONS:

- (1) Master's degree from an accredited educational institution.
- (2) Major course of study in Business Administration, School Administration or Public Administration.
- (3) CPM and/or CPA designation preferred.
- (4) Seven (7) years of progressively responsible experience in administration of the operational areas of Florida Public Schools.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of state and federal laws and State Board of Education Rules governing Florida school finance, transportation, food services, purchasing, risk management, construction, inspection, and maintenance functions. Skill in facilitating both short- and long-range planning. Ability to use both mainframe and microcomputer resources. Ability to interpret complex financial data. Ability to communicate the data to various groups effectively.

REPORTS TO:

Superintendent

JOB GOAL

To ensure that all areas of responsibility are operated in an efficient and cost effective manner and that timely and accurate information is available for use by the district.

SUPERVISES:

Director of Food Service	Director of Facilities and Risk Manager
Director of Purchasing and Warehousing	Assigned Support Personnel
Director of Transportation	

PERFORMANCE RESPONSIBILITIES:**Service Delivery**

- * (1) Oversee the implementation of plans and procedures to improve the management of the district's resources in the assigned functional areas.
- * (2) Develop, recommend, and implement both short- and long-range plans for each assigned functional area.
- * (3) Develop accurate projections of revenue and expenditures for assigned functional areas.
- * (4) Monitor and coordinate the budgeting and expenditure of funds supporting the risk management/in-service programs.
- * (5) Oversee the district's energy management program.
- * (6) Work with various groups and organizations in areas of assigned responsibilities.
- * (7) Oversee the district's risk management programs.
- * (8) Coordinate the district's capital improvement and maintenance planning process and recommend plans to the Superintendent.

EXECUTIVE DIRECTOR FOR OPERATIONS SERVICES (Continued)

- * (9) Plan and monitor the work flow within the operations division.
- *(10) Coordinate and approve the development of manuals and procedures concerning the various assigned functional areas.
- *(11) Prepare and present special reports/studies for the Superintendent/Board.

Inter/Intra-Agency Communication and Delivery

- *(12) Keep the Superintendent informed of the status and needs of each assigned functional area.
- *(13) Maintain close communication with the personnel and data processing departments in monitoring budgets and expenditures for labor.
- *(14) Coordinate the various activities of the operations divisions with other divisions/departments.
- *(15) Ensure that those supervised are kept informed.
- *(16) Interact with outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- *(17) Respond to inquiries and concerns in a timely manner.
- *(18) Serve on district, state or community councils or committees as assigned or appropriate.
- *(19) Provide oversight and direction for cooperative planning with other agencies.
- *(20) Assist in the interpretation of philosophy and policies of the district to staff, parents and the community.
- *(21) Work closely with district and school staffs to support school improvement initiatives and processes.

Professional Growth and Improvement

- *(22) Maintain current knowledge in the areas of assigned responsibility, particularly in state legislation.
- *(23) Facilitate the development, implementation and evaluation of staff development activities in assigned areas.
- *(24) Attend training sessions, conferences and workshops as assigned to keep abreast of current practices and legal issues.

Systemic Functions

- *(25) Develop the district's annual budget for the assigned functional areas, including allocation formulas for non-labor expenditures.
- *(26) Provide information for and participate in the collective bargaining process.
- *(27) Develop and recommend items for action by the School Board.
- *(28) Review and recommend new and amended Board policies for adoption.
- *(29) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- *(30) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(31) Develop annual goals and objectives consistent with and in support of district goals and priorities.
- *(32) Must be available/present during all emergency situations.
- (33) Perform other duties as assigned.

Leadership and Strategic Orientation

- *(34) Serve as a member of the Superintendent's Leadership Team.
- *(35) Provide leadership and direction for assigned areas of responsibility.
- *(36) Provide leadership and guidance in the development of annual goals and objectives for assigned department.
- *(37) Assist in implementing the district's goals and strategic commitment.

EXECUTIVE DIRECTOR FOR OPERATIONS SERVICES (Continued)

- *(38) Exercise proactive leadership in promoting the vision and mission of the district.
- *(39) Set high standards and expectations and promote professional growth for self and others.
- *(40) Utilize appropriate strategies and problem-solving tools to make decisions regarding, planning, utilization of funds, delivery of services and evaluation of services provided.
- *(41) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- *(42) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

PHYSICAL REQUIREMENTS:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects.

See Job Description Supplement for Codes	
Physical Activity - occasionally	D, F, G, K, O-Q, S
- frequently	A-C, T, U
- constantly	V
Working Conditions	B
Materials, Tools and Equipment	A-E, G, H, P

TERMS OF EMPLOYMENT:

Salary and benefits shall be paid consistent with the district's approved compensation plan.
 Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

*Essential Performance Responsibilities



**School Board of Martin County
Agenda Item Request Form
Board Meeting: January 27, 2010**

Agenda Item # 5

1. AGENDA ITEM: Approve the Auditor General Report No. 2010-072, Financial, Operational, and Federal Single Audit.

X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION: The Auditor General conducts audits of governmental entities to provide the Legislature, Florida citizens, public entity management, and other stakeholders unbiased, timely, and relevant information for use in promoting government accountability and stewardship and improving government operations.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? YES x NO

Is funding provided in approved budget? YES x NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	_____	Signature	_____
	Type or Print Name		
Director/Principal:	<u>Bryan Thabit</u>	Signature	
	Type or Print Name		
Exec. Director or Asst. Superintendent:	_____	Signature	_____
	Type or Print Name		
Finance Review:	<u>Bryan Thabit</u>	Signature	
	Type or Print Name		
Legal Review:	<input type="checkbox"/> REQUIRED Doug Griffin	Signature	_____
	x NOT REQUIRED		

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



**School Board of Martin County
Agenda Item Request Form
Board Meeting: January 27, 2010**

Agenda Item # 6

1. **AGENDA ITEM:** Metro E contract addendum
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Extends current expiration date of original Board approved contract from 2/7/11 to 6/30/11 and adds additional sites for service.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$26,020.00
 Source: Capital

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Marilyn Gavitt
 Type or Print Name Signature Marilyn Gavitt

Director/Principal: _____
 Type or Print Name Signature _____

Exec. Director or Asst. Superintendent: Steve Weil
 Type or Print Name Signature Steve Weil

Finance Review: [Signature]
 Type or Print Name Signature Bryan Thabit

Legal Review: REQUIRED NOT REQUIRED Doug Griffin
Signature [Signature]

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



Addendum Agreement

Case Number FL09-8921-00

IN WITNESS WHEREOF, the parties hereto have caused this Addendum 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. d/b/a AT&T Florida

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



Addendum Agreement

Case Number FL09-8921-00

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, Inc. d/b/a AT&T Florida, ("Company") and Martin County School Board ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL07-F162-03. This Addendum 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.

Offer Expiration: This offer shall expire on: 5/7/2010.

1. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, 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.
2. 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.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.



Addendum Agreement

Case Number FL09-8921-00
Option 1 of 1

Service description:

This Addendum Agreement offers an extension to the service period and adds special construction charges to the Customer's existing BellSouth® Metro Ethernet service.

This Addendum Agreement extends the current expiration date of February 7, 2011 to June 30, 2011.

All terms and conditions of Contract Service Arrangement Agreement FL07-F162-03 apply to this Addendum Agreement unless modified herein.



Addendum Agreement

Case Number FL09-8921-00
Option 1 of 1

RATES AND CHARGES

	Rate Elements	Non-Recurring	Monthly Rate	USOC
1	Special Construction for placing new facilities at 5200 SE Willoughby Blvd., Stuart, FL	\$5,259.20	\$.00	WOFO
2	Special Construction for placing new facilities at 2527 SW Citrus Blvd., Palm City, FL	\$6,696.56	\$.00	WOOG4



Addendum Agreement

Case Number FL09-8921-00
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' PAGES OF Contract Service Arrangement Agreement FL07-F162-03 is replaced in its entirety with the following:

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
- 800 SE Bahama Ave, Stuart, FL
- 4890 SE Jack Ave, Port Salerno, FL
- 1050 E 10th St, Stuart, FL
- 2201 SW Matheson Ave, Palm City, FL
- 2525 NE Savannah Rd, Jensen Beach, FL
- 2527 SW Citrus Blvd, Palm City, FL
- 5200 SE Willoughby Blvd, Stuart, FL
- 4400 SE Murray St, Stuart, FL
- 10205 SW Pratt Whitney Rd, Stuart, FL
- 11555 SE Gomez Ave, Hobe sound, FL
- 575 SE Georgia Ave, Stuart, FL

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.

USOC	Description	Nonrecurring Charge	
WOOOV	Special Construction Charges	\$26,020.00	
CNMSC	CNM Security Card	\$ 200.00	each
CNMSE	CNM Service Establishment Charge	\$ 250.00	each
MTEP3	Metro Ethernet Service, 10 Mbps Premium Connection, Fixed	\$1,000.00	each
MTEP4	Metro Ethernet Service, 20 Mbps Premium Connection, Fixed	\$1,250.00	each
MTEP5	Metro Ethernet Service, 50 Mbps Premium Connection, Fixed	\$1,250.00	each
MTEP6	Metro Ethernet Service, 100 Mbps Premium Connection, Fixed	\$1,500.00	each
MTEP7	Metro Ethernet Service, 250 Mbps Premium Connection, Fixed	\$1,750.00	each

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 \$1,018.00.



Addendum Agreement

Case Number FL09-8921-00
Option 1 of 1

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 1

Memorandum

To: Steve Weil

CC: Doug Griffin

From: Marilyn Gavitt

Date: 1/27/2010

Re: Board Agenda Item-addendum to AT&T Metro E contract

We currently have six sites receiving Metro E services under contract #FL07-F162-03 with AT&T. After two recent failures in our fiber network, we discussed the importance of designing a redundant network via Metro E or similar service to every site. In order to receive E-rate funding, I had to submit a Form 470 through Universal Services in December, which is a request for quote from eligible providers. After evaluating proposals and waiting the required 28 days, AT&T's Metro E was selected. Two years ago we negotiated a contract with AT&T; this amendment extends the service to all remaining sites not covered in the contract. In order to receive E-rate funding for these additional sites, the addendum must be signed by February 11, 2010. E-rate funding will provide a 56% discount on service costs.

It is important to note that we are not under any obligation to adhere to the aggressive timeline of purchasing Metro E for every site in school year 2010-2011. However, to secure funding through E-rate, all services must be requested before the end of the application window, which closes February 11.

I've also requested an extension of the contract expiration from February 7, 2011 to align with the end of the E-rate funding year 10, which is June 30, 2011.

For these reasons, I ask that the contract addendum be presented for approval for just cause at the January 27, 2010 Special Board Meeting.