



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30200 • Facsimile: (772) 219-1231

AGENDA
SPECIAL BOARD MEETING
Friday, March 8, 2013 – 9:30 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**
2. **Metro Ethernet Telecommunications for Instructional Center and Sandy Pines - (page 3- 12) Katie Preston**
3. **Personnel Recommendations - (page 13-14) Gail Williams**
4. **Private Attorney-Client Session Regarding Case Number 12-1010CA**

The names of the persons attending the session are as follows:

- a. Mrs. Maura Barry-Sorenson;
- b. Mr. Michael Busha;
- c. Mr. Michael DiTerlizzi;
- d. Mrs. Rebecca Negron;
- e. Mrs. Marsha Powers;
- f. Mrs. Laurie J. Gaylord;
- g. Robert Kilbride, School Board Attorney;
- h. Allen Sang, Insurance Attorney

Laurie J. Gaylord, Superintendent

School Board Members: Maura Barry-Sorenson • Michael J. Busha • Michael DiTerlizzi • Rebecca Negron • Marsha Powers

“An Equal Opportunity Agency”

NOTICE OF RIGHT TO JUDICIAL REVIEW:

A party who is adversely affected by the 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 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 costs.

Accommodations are available for persons with special needs. Please call 219-1200 X 30222 for assistance.



UPCOMING MEETING SCHEDULE

Unless noted otherwise, all School Board Meetings are held in the School Board Meeting Room, Instructional Center, 500 E. Ocean Blvd., Stuart, FL

REGULAR MEETINGS

Tuesday, April 16, 2013 – 6:00 p.m.

Tuesday, May 21, 2013 – 6:00 p.m.

(This meeting will be held at Indiantown Middle School)

Tuesday, June 18, 2013 – 6:00 p.m.

SPECIAL MEETING

Monday, March 11, 2013 – 5:00 p.m.

TRIM – SPECIAL MEETING/PUBLIC HEARINGS

Tuesday, July 23, 2013 – 6:00 p.m. Proposed Tentative budget to School Board

Tuesday, July 30, 2013 – 5:05 p.m. Tentative Budget and Millage Hearing

Tuesday, September 10, 2013 – 5:05 p.m. – Approve 2012-13 Annual Financial Report (AFR),
Approve to Transmit the Program Cost Report, and Approve the Final Budget Amendments of FY 2012-13
School Board Adopts Final Budget and Millage Hearing

JOINT MEETINGS

April 9, 2013 – 9:00 a.m. (Blake Library)

June 18, 2013 – 9:00 to 12:00 (Blake Library)



School Board of Martin County
Agenda Item Request Form
Board Meeting: 3-8-13

Agenda Item # 2.

1. AGENDA ITEM: Metro Ethernet Telecommunications for Instructional Center and Sandy Pines

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

2. BACKGROUND INFO./STAFF RECOMMENDATION: ; Metro E telecommunications service for the Instructional Center and Sandy Pines. We are currently paying \$2,044 per month (before E-Rate) for this service. By signing a three-year contract, the price drops to \$1,007 per month. In addition, E-Rate will return an additional \$5,155.92 yearly.

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 \$12,084 per year
Source: Operational

4. SUPERINTENDENT RECOMMENDS APPROVAL: [] YES [] NO

5. 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: Chris Hall
Type or Print Name

[Signature]
Signature

Director/Principal: Katharine Preston
Type or Print Name

[Signature]
Signature

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

[Signature]
Signature

Finance Review: Helene DiBartolomeo
Type or Print Name

[Signature]
Signature

Legal Review: X REQUIRED
[] NOT REQUIRED

[Signature] 3/4/13
Signature



Contract Service Arrangement Agreement

Case Number FL13-0001-01

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between AT&T Florida, ("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 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. 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



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Case Number FL13-0001-01

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.

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

AT&T Florida
Assistant Vice President
2180 Lake Blvd., 7th Floor
Atlanta, GA 30319

Subscriber

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

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 www.att.com/servicepublications, 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



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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 www.att.com/servicepublications, 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.



Contract Service Arrangement Agreement

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Option 1 of 1

Offer Expiration: This offer shall expire on: 1/2/2014.

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. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.



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Option 1 of 1

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:
AT&T Florida

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____



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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	\$.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	\$314.00	MTEP3
6	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$693.00	MTEP6
7	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	\$.00	MTEMA



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RATES AND CHARGES

8	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$.00	MTETP
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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.

11301 SE Tequesta Ter, Tequesta, FL
500 SE Ocean Blvd, 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.

Table with 4 columns: USOC, Description, Nonrecurring Charge, and a fourth column with values like 'each'. Rows include CNMSC (CNM Security Card), CNMSE (CNM Service Establishment Charge), MTEP3 (Metro Ethernet Service, 10 Mbps Premium Connection, Fixed), and MTEP6 (Metro Ethernet Service, 100 Mbps Premium Connection, Fixed).

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 \$423.00.

4. Evolution of Service

AT&T may replace the Metro Ethernet Service with AT&T Switched Ethernet Service ("Successor Service"). The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions. If AT&T replaces the Service with a Successor Service and the replacement has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after the Service is replaced. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

5. Prices for Metro Ethernet Service include any required Customer Premises Support Structure.

In addition to early termination charges identified in the Agreement or this Pricing Schedule, Customer is also liable for 100% of the entrance facility cost of \$9200 for each site at which AT&T determines Customer Premises Support Structure facilities are required. Early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.



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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



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Schedule of Personnel Recommendations

March 8, 2013

ADMINISTRATIVE PERSONNEL

SEPARATIONS

1	Thabit, Bryan	Executive Director of Finance	Finance	03/14/13	Resignation
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INSTRUCTIONAL PERSONNEL

SEPARATIONS

2	Griggs, Robert	Teacher/VE	ESE	2/19/13	Term'd within Probationary Period
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