

Attachment (2)

EXECUTIVE RECOMMENDATION FOR EXPENDITURE OF FUNDS

TYPE OF EXPENDITURES: Professional Service Contract <input checked="" type="checkbox"/> Special Service Contract <input type="checkbox"/> Other Service Contract <input type="checkbox"/> Interagency Agreement <input type="checkbox"/> Property Lease <input type="checkbox"/> Cooperative Endeavor <input type="checkbox"/>		STATUS: New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> CFMS # _____		DATE OF REQUEST: Receive/Refer _____ Special Consideration _____ Emergency _____		CONTRACTOR INFORMATION: Name: AT&T Corporation Tax ID# 13-4924710-35 Telephone: 312-364-3945 One AT&T Way Address: Bedminster, NJ 07921	
BILLING BASIS: Cost Reimbursement: <input checked="" type="checkbox"/> Other (Explain.): _____		LDE INFORMATION: Office: Recovery School District Division/School: _____ Contact Person: Carol Mosley, LDOE PAIR Telephone: (225) 342-1849		DATE SERVICE TO BE PROVIDED: Beginning Date: 07/01/2009 Ending Date: 06/30/2012 Duration: 3.0 Years Revised Ending Date: _____			
SELECTION/ALLOCATION PROCESS: Competitive: <input checked="" type="checkbox"/> Non-Competitive Formula: _____ Formula Citation: _____		FUND INFORMATION: *Source of Funds: _____ CFDA if Federal: _____ Agency Code: 682 Expend. Org. Code: _____ Object Code: _____ Sub-Object Code: 3460 Reporting Category: _____ * For all IDEA Part B Funds Only Date Recommended for Approval by the Special Education Advisory Council: _____ Date: _____ Cost Objective: _____		AMOUNT/BUDGET: Salaries \$0.00 Other Compensation \$0.00 Related Benefits \$0.00 Travel \$0.00 Operating Services \$0.00 Supplies \$0.00 Professional Services \$0.00 Other Charges \$0.00 Interagency Transfers \$0.00 Acquisitions/Major \$0.00 Repairs \$0.00 Total			
CONTRACT OFFICE USE ONLY: Class/Subclass # _____ Contracting Agcy # 682 PSC Contracting User # 682 PSC TR Indicator NO T-Number _____							
DESCRIPTION OF SERVICES TO BE PROVIDED (Include Per Diem Rates, if applicable.): This contract provides telecommunication and technology equipment and services for all schools and libraries related to E-Rate and other educational programs -- See contract and RFP response for details of services and equipment to be provided.							
JUSTIFICATION FOR CONTRACT: The state contracts for E-Rate, Educational Technology and Communication Services had to be created during a quick deadline; therefore both State Purchasing and the Office of Telecommunications allowed LDOE through their authority provided under RSD to create state master contracts for all public schools and libraries. These contracts do not imply or guarantee any purchases or services by LDOE or RSD. All purchases which utilize this contract must follow procurement guidelines as established by the State of Louisiana and each eligible purchasers purchasing authority.							
APPROVALS							
BUDGET APPROVAL _____ RSD Chief Financial Officer		_____ Deputy Superintendent of Management and Finance					
_____ RSD Chief of Staff		_____ Deputy Superintendent of Education					
_____ RSD Superintendent		_____ Superintendent of Education					

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**STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
MASTER CONTRACT AWARD**

RFP Number: 678PUR E-Rate Services Contract Number: 685979

BE IT KNOWN, the Department of Education through the Recovery School District, of the State of Louisiana (hereinafter sometimes referred to as *State*) and AT&T Corp., One AT&T Way, Bedminster, NJ 07921-0752 (hereinafter sometimes referred to as *Contractor* or *AT&T*) do hereby enter into a master contract for use by the Louisiana Department of Education, schools, libraries and associated school/library E-Rate non-instructional entities (hereinafter sometimes referred to as *Agency*) under the following terms and conditions.

1. Contract Terms

- a) This contract is not an order to ship or begin services. A contract release or purchase order must be issued by an authorized Agency before you are authorized to ship or begin services.
- b) This contract has been awarded to Contractor based on the bid or proposal submitted. All terms, conditions, and specifications of the solicitation will apply to all orders.
- c) Any agency authorized to purchase from this contract must require a quote from all Contractors who were awarded a contract within the same service category before selecting a final contractor to provide services. This requirement does not allow the variance of maximum pricing established in this master contract in Appendix A. Contractor may offer discounts from the pricing in Appendix A but may not increase the price above that quoted in Appendix A. In selecting a Contractor, an Agency is not required to select the vendor with the lowest price; however, pricing must be the primary factor for selection.
- d) Any Agency authorized to purchase from this contract must issue an order and reference the contract number, line number and commodity number for each item.
- e) Changes in items to be furnished are not permitted unless approved by the Department of Education prior to delivery.
- f) Quantities listed are estimated and no quantities are guaranteed. Contractor must supply actual requirements ordered for no more than the contract price awarded. Contractor may provide additional price discounts or rebates as long as this information is clearly designated in the contractor's quote to an Agency.
- g) Contractor must abide by all E-Rate program rules and regulations including document retention and audit requests.
- h) Agencies retain the right to impose additional requirements on Contractor other than those specifically set out in this master contract. The additional requirements include but are not limited to performance bonds, and other duties not enumerated herein. Contractors have the right to decline any additional requirements and decline the offer for services.

1.1 Overview of Documents. The terms and conditions governing the Services that AT&T provides to Agency are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Agency, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").

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- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: this Master Agreement; then the RFP; and then Contractor's proposal. For purposes of the order of priority, the AUP, Tariffs, Guidebooks and Service Guides are included in AT&T's proposal.

1.3 **Revisions to Documents.** Subject to Section 6.1(b) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time. However, pricing shall be stabilized pursuant to the pricing provided in AT&T's bid proposal and shall not be increased during the term of the contract.

1.4 **Execution by Affiliates.** An AT&T Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. AT&T will arrange to have its respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

2. Scope of Services

Contractor hereby agrees to furnish the following services as specified in Contract Attachment A within all parishes and regions in Louisiana, where available.

3. AGENCY'S COOPERATION

3.1 **Access Right.** Agency will in a timely manner allow AT&T to access property and equipment that Agency controls as reasonably required to provide the Services, and Agency will obtain, at Agency's expense, timely access for AT&T to property that Agency does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Agency's connection to AT&T's network. Agency must provide AT&T timely information and access to Agency's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Agency's reasonable security policies. Agency will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Agency will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment.** Agency will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

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3.3 Users. "User" means anyone who uses or accesses any Service provided to Agency. Agency will cause Users to comply with this Agreement, and Agency agrees that Agency is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Agency and Users must comply with the AUP.

3.5 Resale of Services. Agency may not resell the Services to third parties without AT&T's written consent.

4. Payment Terms

All payment terms shall be negotiated and agreed upon by the Contractor and Agency or State through an agreement which is executed subsequent to the date of this contract. Subsequent agreements must include payment terms language which complies with E-Rate rules and regulations if E-Rate funds are to be used as payment for any services under this master contract. Payment terms in subsequent agreements must provide for payment of any amounts due from the Agency to the Contractor within 30 days of the date of the Contractor's invoice.

5. Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number 13-4924710.

5.1 Future Fees and Taxes. Agency will pay any future taxes (excluding those on AT&T's net income or for which Agency provides satisfactory proof of exemption), surcharges, recovery fees, and other similar charges mandated or authorized by a governmental entity or regulatory authority on the services provided under this Contract.

6. Termination for Cause

The State or Agency may terminate this Contract for cause based upon the failure of the Contractor to comply with the material terms and/or conditions of the Contract, any agreement subsequent to the Contract or E-Rate rules and regulations; provided that the State or Agency shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State or Agency may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State or Agency to comply with the terms and conditions of this contract; provided that the Contractor shall give the State or Agency written notice specifying the State's failure and a reasonable opportunity for the State or Agency to cure the defect.

6.1 Termination or Suspension of Services. The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Agency with as much advance notice as is reasonably practicable under the circumstances if Agency: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Agency, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Agency, then Agency may, as Agency's sole remedy, elect to

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terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Agency first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Agency if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 5.1 (Future Fees and Taxes).

- (c) **Internet Services.** If Agency fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (d) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Agency removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

6.2 Withdrawal of Services. Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

6.3 Effect of Termination.

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Agency will pay all amounts incurred prior to the effective date of termination. If Agency terminates a Service or Service Component prior to the date Agency's obligation to pay for Services begins as provided in Section 4 (Billing), Agency will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

7. Termination for Convenience

The State or Agency may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

8. DISCLAIMERS OF LIABILITY

8.1 Disclaimer of Warranties. OTHER THAN THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED UNDER THIS CONTRACT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF

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DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

8.2 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 8 will survive failure of any exclusive remedies provided in this Agreement.

9. Remedies for Default

The provisions of LSA - R.S. 39:1524 through 1526, shall resolve any claim or controversy arising out of this Contract.

10. Ownership

Any records, reports, documents, materials, or products created or developed under this contract shall be the property of the State or Agency. Any work undertaken by Contractor pursuant to this contract shall be work made for hire, and the contractor hereby transfers and assigns to the State or Agency any intellectual property rights, including but not limited to the copyright of any records, reports, documents, materials or products created or developed by Contractor in connection with the performance of this contract. No records, reports, documents, materials or products created or developed under this contract can be distributed free or for profit without explicit written approval from the State Superintendent of Education. Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Agency must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

11. Assignment of Contract

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State. Notwithstanding the foregoing, AT&T may, without Agency's consent, assign its rights and obligations under this contract to an AT&T Affiliate that controls, is controlled by, or is under common control with AT&T, or subcontract to such an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

12. Right to Audit

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration's auditors and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of Contractor which relate to this Contract. All copies of audits must be forwarded to the Louisiana Department of Education's Internal Audit Section.

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13. Term of Contract

This Contract shall begin on July 1, 2009 and shall terminate on June 30, 2012, or until such time as the Department of Education informs you by thirty (30) days written notice that this contract will be cancelled. At the option of the Department of Education and acceptance of the contractor, this contract can be renewed for two (2) additional twelve (12) month periods at the same prices and terms. Acceptance of contract renewals must be returned to State with appropriate information and signatures not less than fifteen (15) days prior to termination date. Upon receipt of contract renewal documents, all documents will be forwarded to the necessary authorities for their approval.

Notwithstanding the foregoing, in no event shall the total term of this Contract, including extensions hereto, be for a period of more than five (5) years.

14. Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the *Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*
- *Federal Rehabilitation Act of 1973*, as amended
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

15. Reporting Income to State-Funded Retirement Systems

If the Contractor is receiving benefits from any State-funded retirement system, the Contractor is responsible for fully disclosing to the State, on or before the effective date of this Contract, the existence and amount of such benefits and the date(s) of retirement. Failure by the Contractor to so disclose truthfully or accurately will be grounds for placing the Contractor in default.

If said failure results in the State's being liable to any State-funded retirement system for penalties, interest, or repayment of benefits, the Contractor shall be liable to the State for repayment of such amounts.

16. Compliance Statement

The State's designated Contract Monitor has reviewed this contractual and/fiscal commitment and certifies that the proposed expenditure complies with all applicable Federal and State laws and regulations and the SBESE's policies. The designated Monitor is aware that he/she is subject to disciplinary or appropriate legal action if his/her assurance is knowingly in violation of public laws or the SBESE's policies.

By executing this contract, Contractor certifies that Contractor has conducted, with due diligence, an examination of its business relationships and affairs and to the best of Contractor's knowledge, information and belief, Contractor is not prohibited from entering into this contract by La. R.S. 42:1113. Contractor further acknowledges that a violation of La. R.S. 42:1113 shall be grounds for termination of this contract for convenience.

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17. Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

18. Confidentiality

This contract is entered into by Contractor and the Department in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. Section 1231(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 U.S.C. Section 1400, et seq., (IDEA). Contractor hereby acknowledges that all documents which include personally identifiable information contained in or derived from a student's education records are deemed confidential pursuant to FERPA and IDEA. Contractor agrees not to re-disclose any such personally identifiable information without the prior written consent of the student's parent or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all documents deemed confidential pursuant to FERPA and/or IDEA to the Department at the conclusion of this contract.

19. Collections Fees

If Contractor invoices the Agency, and the Agency pays Contractor, for work not done or for work not done in accordance with this contract, or if the Agency for any reason pays Contractor any amount not actually owed by the Agency to Contractor pursuant to this contract, or if Contractor owes money to the Agency for any reason whatsoever as a result of this contract, the Agency may refer this matter to the Louisiana Attorney General for collection. If the Agency does refer this matter to the Louisiana Attorney General, Contractor agrees to pay, in addition to the debt owed to the Agency, the Agency's reasonable attorney's fees, up to a maximum fee of thirty-three and one-third percent (33 1/3%) of Contractor's debt.


20. Jurisdiction, Venue and Governing Law

Exclusive jurisdiction and venue for any and all suits between the State and Contractor arising out of, or related to, this contract shall be in the 19th Judicial District Court, Parish of East Baton Rouge, State of Louisiana. The laws of the State of Louisiana, without regard to Louisiana law on conflicts of law, shall govern this contract.


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THUS DONE AND SIGNED on the 30, June, 2009 the parties have executed this Agreement.


State Agency Signatures

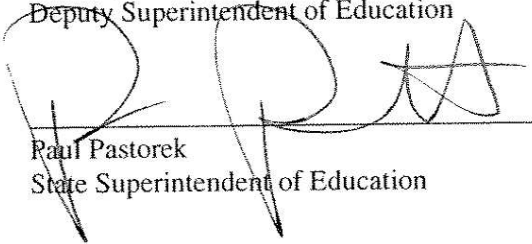

Cedric Lewis Robert Fulton

RSD Chief Financial Officer

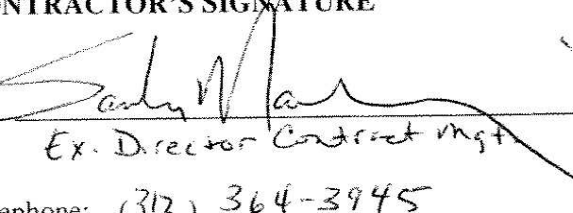

Paul Vallas
RSD Superintendent


Beth Scioneaux
Deputy Superintendent for Management and Finance


Ollie Tyler
Deputy Superintendent of Education


Paul Pastorek
State Superintendent of Education

CONTRACTOR'S SIGNATURE

By: 
Ex. Director Contract mgmt

Telephone: (312) 364-3945