

April Agenda

Special Meeting of the Board of Trustees

The special meeting of the Board of Trustees of School District #35 has been scheduled for **Thursday, April 7, 2016 at 2:00pm** at the **Gallatin Gateway School Board Room**.

(All policies mentioned in the agenda can be found at www.gallatingatewayschool.com.)

Call to Order

Pledge of Allegiance

Presiding Trustee's explanation of procedures (GGS Policy #1070)

Public Comment- Non Agenda Items- Sign in sheet- (GGS Policy #1070)

Old Business

New Business

Discussion Item:

Informal Evaluation- Superintendent Anderson (closed session)

Action Item:

Internet Access Contract

Adjournment

"The Gallatin Gateway School community empowers our students to take responsibility for their learning so they may achieve their individual potentials as lifelong learners and productive citizens."

**MINUTES
SPECIAL MEETING
BOARD OF TRUSTEES, GALLATIN GATEWAY SCHOOL DISTRICT #35**

Call to Order

The Board of Trustees of the Gallatin Gateway School District #35 met at 2:00pm on Thursday, April 7, 2016 in the Gallatin Gateway School Board Room. Board Chair Donna Shockley presided and called the meeting to order at 2:10pm.

Trustees Present

Donna Shockley, Board Chair; Lyn Morton, Board Vice-Chair; Christie Francis, Aaron Schwieterman (departed from meeting at 3:35)

Trustees Absent

Cheryl Arnaud

Staff Present

Travis Anderson, Superintendent; Carrie Fisher, District Clerk; and Mike Coon

Others Present

None

Pledge of Allegiance

The meeting attendees recited the *Pledge of Allegiance*.

Presiding Trustee's Explanation of Procedures

Board Chair Donna Shockley noted that the public comment process to be followed for addressing the Board in accordance with Gallatin Gateway School policy. She noted: 1) that prior to a vote the public may comment on agenda items; 2) there will be time for public comment on non-agenda items; and 3) public comment periods are not intended to be a question and answer session.

Public Comment on Non- Agenda Items

None

New Business

Informal Evaluation: Superintendent Anderson

Board Chair Donna Shockley closed the meeting at 2:11pm stating that the matter before the Board was a personal matter and that in connection with this, the following was determined:

1. That the matter involved individual privacy; and
2. That such privacy demands protection of the individual and that little if anything, would be gained by publicly disclosing the information to be discussed; and
3. That the demand of individual privacy clearly exceeds the merits of public disclosure in this matter.

Board Chair Donna Shockley recorded minutes for the closed session pursuant 2-3-212, MCA. Therefore, the closed portion of the meeting minutes shall not be made available for public inspection except pursuant to a court order.

The meeting was reopened at 4:04pm.

Internet Access Contract

Motion: Vice-Chair Lyn Morton to enter into a three-year contract with Montana Opticom for 50/50 unlimited internet access beginning July 1, 2016 for \$749.99/month and a \$1000 installation fee to be supplemented with ERate funding.

Second: Trustee Christie Francis

Public Comment: None

For: Francis, Morton, Shockley


Opposed: None

Motion passed unanimously

Adjournment

Board Chair Donna Shockley adjourned the meeting at 4:32pm.


Donna Shockley, Board Chair


Carrie Fisher, District Clerk

Special Meeting

April 7, 2016

Sign-in Sheet

<u>Name- please print</u>	<u>Signature</u>
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**GALLATIN GATEWAY SCHOOL
PO BOX 265, GALLATIN GATEWAY, MT 59730**

Gallatin Gateway School Policy #1070- The agenda must also include a "public comment" item in order to allow members of the general public to comment on any public matter under the jurisdiction of the district that is not specifically listed on the agenda, except that no member of the public will be allowed to comment on contested cases, other adjudicative proceedings, or personnel matters. The Board Chairman may place reasonable time limits on any "public comment" item in order to maintain and ensure effective and efficient operations of the Board. The District shall not take any action on any matter discussed, unless the matter is specifically noticed on the agenda, and the public has been allowed the opportunity to comment.

** Public comment will be asked on each agenda item. Do not sign below for agenda items.*

Public Comment Sign-in

Date: April 7, 2016

**Please sign below for non-agenda items to be heard under New business: Public comment.*

NAME (Please Print Clearly)	TOPIC (Please Print Clearly)
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Agenda Item: Internet Access Contract

Background:

Gallatin Gateway School is currently obtaining internet access from CenturyLink. The District has been exploring option to increase the bandwidth to accommodate the number of devices that access the network on a daily basis.

Currently we estimate that 175 devices access the network at any given time on a daily basis. These devices include teacher computers, iPads, Chromebooks, classroom computers, technology lab, office/admin computers, and middle school mobile lab.

Options for internet access include maintaining the same service with CenturyLink or switching to the only other provider in the area who will provide a faster connection to our school-- Montana Opticom.

The District currently receives ERate funding from the USAC to offset some of the costs. The current ERate discount the District receives is 60%, at this time the District anticipates the same discount for future years. The District's final ERate application must be submitted to USAC during the month of April, so the District must make a decision and sign a contract before the District's ERate Specialist can complete the application for funding and submit it to the USAC. The District's ERate Specialist is Nicole Jones.

Cost Comparison for Options:

Internet Service Provider	Speed (Mbps)	Estimated Monthly Cost	Estimated Annual Cost	Est. ERate Discount (60%)	Est. Total Annual Cost (40%)	Cost Increase from Current
CenturyLink	20/2	\$162.94 (+taxes)	\$1,955.28	\$1,173.17	\$782.11	\$0.00
MT Opticom*	20/20	\$449.99 (+taxes)	\$5,399.88	\$3,239.93	\$2,159.95	\$1,376.89
MT Opticom*	50/50	\$749.99 (+taxes)	\$8,999.88	\$5,399.93	\$3,599.95	\$2,817.84
MT Opticom*	100/100	\$1,154.99 (+taxes)	\$13,859.88	\$8,315.93	\$5,543.95	\$4,761.84

**plus a one-time \$1000 installation fee and a three-year contract.*

Recommendation:

Superintendent Anderson, Mr. Coon, and Mrs. Fisher have discussed the different options and recommend changing internet service providers to MT Opticom and signing a three-year agreement for the 50/50 Mbps internet service.

Funding Source Options:

Monthly Recurring costs- general fund, adult education, and/or technology fund

One-time Installation costs- general fund, technology fund, and/or building reserve fund

Rationale:

The District just has purchased mobile labs for students to use and they cannot be utilized to their fullest extent on daily basis. In addition, many of the District's software systems used by employees (PowerSchool, LAU, BMS, etc) utilize the internet to operate and slow internet access affects productivity of students and staff throughout the day. Additionally, the increased bandwidth is vitally important to insure that future online assessments (such as SBAC) Furthermore, the District invested in substantial infrastructure improvements to the network to maximize the online experience-- at this time the incoming internet access is not allowing maximum utilization of the improved infrastructure. Ideally, the District would benefit most from 100/100mbps, however 50/50 would substantially improve the current access for students and staff and would be most likely to fit into the District's current budget limitations.

Monthly cost will be approximately \$299.99 with ERate funding.

Motion:

To enter into a three-year contract with Montana Opticom for 50/50 unlimited internet access beginning July 1, 2016 for \$749.99/month and a \$1000 installation fee to be supplemented with ERate funding.

Three Year Contract for Services Gallatin Gateway School District 35

This service plan is entered into this 1st day of July, 2016 between Montana Opticom, LLC or assigns ("Montana Opticom") at 144 Quail Run Rd, Bozeman MT 59718, and Gallatin Gateway School District 35 (hereinafter referred to as "Customer"), whose address is 100 Mill St, Gallatin Gateway, MT 59730 and whose primary telephone number is (406) 763-4415.

Term:

The term of this Service Agreement shall commence as of the date of installation and billing of the service, and shall continue for the term of Three (3) year after the date of this agreement or services being billed (whichever is later). Commencement will be within 30 days of circuit ready notice to customer from Montana Opticom.

Services:

During the term of this Service Agreement Montana Opticom agrees to provide the following services:

Code	Service	Qty	Monthly Charge/ product	Monthly Total	Install	Total
DB50ULD	50M/50M Unlimited Internet	1	\$700.00	\$700.00	\$1,000.00	\$1,000.00
IP29	5 Static IP Addresses	1	\$49.99	\$49.99		
Monthly Recurring Charge: \$749.99 Installation: \$1000.00						
Total Monthly Recurring Charge: \$749.99				Total Installation: \$1000.00		

Unless otherwise specified the Customer will provide all networking gear, including power over Ethernet where required. Customer is responsible for premise wiring and provisioning of all equipment not provided by Montana Opticom as a part of this agreement. In cases where the contract requires a facility/location for tower, racks, antenna, or other items the customer agrees to provide such location/facility at no cost to Montana Opticom. The above prices are exclusive of taxes and fees. If any sales taxes, value-added taxes, telecommunications taxes or fees, or similar charges, fees, or impositions are asserted against Montana Opticom as a result of Customer's use of the Services (other than those which Montana Opticom is required to collect), Customer shall be solely responsible for payment of such taxes, fees, or charges, and Customer will hold Montana Opticom harmless from any liability or expense associated with such taxes, fees, or charges.

TERMS AND CONDITIONS

This Montana Opticom Services Agreement (the "Agreement") is between Montana Opticom, and the Customer identified below ("Customer"). Montana Opticom Services and facilities are provided on the terms and conditions contained herein. Customer and any person using any Montana Opticom Services or facilities accept these terms and conditions and agree to be bound by them.

1. **Acknowledgment:** Customer acknowledges and understands that Customer is to receive the services detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.
2. **Service Availability.** Montana Opticom Service Availability is governed, except in the case of best effort tier service, by the "Service Level Agreement" which is posted at <http://www.mt-opticom.com/SLA.htm> and attached and incorporated herein by reference. Montana Opticom will use commercially reasonable efforts to provide prior notification via electronic mail to Customer regarding any scheduled maintenance of Montana Opticom Services. Montana Opticom may interrupt services for unscheduled emergency maintenance without notice.
3. **Service Activation:** Service activation is complete once Montana Opticom verifies connectivity to (i) Customer via a Montana Opticom circuit connection to a single point, the demarcation point or optical network terminal (ONT) at Customer's premises, or (ii) the date on which the Local Access Circuit is activated by Montana Opticom or its Local Access Circuit provider, regardless of whether Customer has completed all steps within Customer's control that are necessary to receive any Montana Opticom services.
4. **Service Term.** The initial, minimum service term for the Montana Opticom Service ordered herein and provided to Customer shall be three (3) years from the date the services on this agreement are installed and billed. After such initial term, the service plan will continue on a month-to-month basis; subject to current pricing at the date of renewal unless Customer provides written notice of their intention not to renew the Service Plan at least sixty (60) days prior to the end of the Service Term, or unless terminated in writing by Montana Opticom or terminated by Customer in writing pursuant to Section 6 (Termination) of this Agreement. Signing of this contract supersedes all prior contracts. Any changes needed by the customer will require a new contract. Services are not prorated upon termination.
5. **Billing and Payment.** Montana Opticom shall bill Customer for services rendered at the rates stated herein. Invoices shall include all applicable taxes, service charges, fees and surcharges. Montana Opticom shall commence billing upon completion of activation. First and second month payments are billed upon service activation and are due within fifteen (15) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated and billed. Authorized monthly credit card payments are charged to Customer's credit card on the first of the month. Past due accounts may be charged a late fee of 1.5% per month on any unpaid past due balance. Montana Opticom does not prorate on disconnect. A \$35.00 (or legal limit) charge will be added to customer's account for unpaid checks or any other form of Electric Funds Transfer method which fail to convey a payment.
6. **Termination.** Either party may terminate this Agreement and Montana Opticom Services provided hereunder in the event of a material breach that is not cured within 30 days following the delivery of written notice specifying the breach and the notifying party's intention to terminate. Customer may terminate this Agreement and Montana Opticom Services provided hereunder in the event of a failure to provide services as sold within the first 180 days by way of a formal notice. Such notice from Customer must be in the form of a registered or certified letter delivered to Montana Opticom, 144 Quail Run Road Bozeman, MT 59718. Montana Opticom may suspend or terminate Montana Opticom Service upon five (5) business days prior written notice by email or otherwise if Customer fails to timely pay for Montana Opticom Service during such notice period. Customer may reinstate services so suspended for nonpayment by paying to Montana Opticom, within 15 days of the suspension initiation, a Service Reinstatement Fee in the amount of \$35.00 plus all outstanding amounts due and/or charges imposed by third party service providers, including the cost of service that would have been provided during the period of suspension.
7. **Effect of Termination:** Upon termination of Montana Opticom Services or this Agreement, Montana Opticom will disconnect, or will cause to be disconnected, Montana Opticom Services and the local access circuit used to provide Montana Opticom Service to Customer. In addition, Customer shall immediately return at Customer's own expense any Service Equipment to Montana Opticom. If such equipment is not returned in good working condition to Montana Opticom within ten (10) days of termination, Customer shall be invoiced for the full replacement value of the service equipment in addition to any other obligations related to the termination of this contract. In case of failure to faithfully perform the terms and covenants herein set forth, the Customer shall pay all costs of collections efforts, expenses, and reasonable attorneys' fees resulting from the enforcement of this agreement.
8. **Early Termination Fee.** Except in the case whereby Customer terminates Montana Opticom Service for an uncured material breach pursuant to Section 6 (Termination) above, any termination of Montana Opticom Service that occurs prior to expiration of the minimum service term shall result in the Customer being invoiced for and paying to Montana Opticom an amount equal to the remaining monthly recurring charges for the initial, minimum service term, a cost of installation charge of \$2000.00 and any promotional credits received. This Early Termination Fee will be waived if Montana Opticom cannot activate Customer's service within 180 days after accepting the Montana Opticom Service order.
9. **IP Addresses.** Customer acknowledges that any provided IP addresses are the sole property of Montana Opticom. Upon IP address reassignment or expiration, cancellation, or termination of the Agreement, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Montana Opticom and shall perform all acts reasonably requested by Montana Opticom to return to Montana Opticom full use of such IP addresses and address blocks.

10. **Acceptable Use Policy.** All use of any Montana Opticom Service must comply with the Montana Opticom Acceptable Use Policy ("AUP"), which is posted at http://www.mt-opticom.com/acceptable_use_policy.htm and is incorporated herein by reference. By accepting Montana Opticom Service, Customer agrees to this AUP and any subsequent modifications thereto. Montana Opticom reserves the right to modify this AUP from time to time, effective upon posting the AUP as modified at the URL shown above. Pursuant to the AUP, Montana Opticom may suspend or, for serious violations, terminate Montana Opticom Services without prior notice if Customer violates the AUP. The provisions of Section 8 (Early Termination Fee) above shall apply to any termination of Montana Opticom Services for such violation.
11. **Committed or Burst Services.** Montana Opticom will provision the Internet circuit to allow traffic speeds up to the commit rate.
12. **Capped or Metered Internet Services.** Montana Opticom Services may be sold on a capped or metered basis. The throughput rate is the maximum monthly average data throughput the Customer is allowed to utilize. If the Customer's monthly average data throughput exceeds the contracted amount in any given month, Montana Opticom will provide written notice to the Customer, and customer shall immediately resolve the overage either by lowering the average monthly data throughput or by upgrading to a higher throughput cap. If the overage is not corrected within 30 days after receipt of written notice from Montana Opticom, it will be considered a Breach of Contract and Montana Opticom may suspend or terminate service pursuant to Section 6 (Termination).
13. **Television Services.** Montana Opticom reserves the right to adjust the contracted rate for television services as fees paid for programming to content providers are adjusted, but not more than once every 90 days. This decision is at the sole discretion of Montana Opticom.
14. **License:** The undersigned hereby grants Montana Opticom a license with permission to construct, operate and maintain a communication line and the related ancillary components on, under and above the premises in all stated streets, and roads abutting said property in perpetuity. The undersigned will hold Montana Opticom harmless from trespassing charges, suits and fines if Montana Opticom is required to take legal action to recover the above stated property. The undersigned represent and warrants that said undersigned is or is authorized to act as the agent of the property owner regarding this contract.
15. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 17 (INDEMNITY), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES) ARISING OUT OF OR IN RELATION TO MONTANA OPTICOM SERVICES OR SERVICE EQUIPMENT OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES UNDER OR IN CONJUNCTION WITH THIS AGREEMENT. MONTANA OPTICOM MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO SERVICE CREDITS NOT TO EXCEED THE FEES PAID TO MONTANA OPTICOM BY CUSTOMER FOR THE MONTANA OPTICOM SERVICES PROVIDED IN THE MONTH IN QUESTION.
16. **Liability and Warranty Disclaimers.** Customer recognizes that in some cases, Montana Opticom does not own the local access circuit and is not responsible for any performance or non-performance of the local access circuit. In addition, Customer recognizes that Montana Opticom cannot control the content transmitted on its network and the Internet and that communications on the Internet may not be secure and may be subject to interception or loss. Montana Opticom disclaims liability for, and Customer hereby releases Montana Opticom from, all damages (such as business losses, liabilities, costs, attorney's fees and expenses) incurred by Customer arising out of or relating to use of any Montana Opticom Services. Except for the service level credit commitment specifically provided for herein, Montana Opticom Services are provided "AS IS" without any representations or warranties either express or implied. MONTANA OPTICOM HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
17. **Indemnification by Customer.** Customer shall indemnify, defend and hold Montana Opticom harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from (1) any claims made against Montana Opticom by any end user in connection with the delivery or consumption of Service, (2) use of facilities furnished by Montana Opticom in a manner inconsistent with the terms hereof or in a manner that Montana Opticom did not contemplate and over which Montana Opticom exercises no control and (3) all other claims, loss, damage, expense (including attorney's fees and court costs), or liability arising out of any commission or omission by Customer in connection with any Montana Opticom.
18. **Indemnification by Montana Opticom.** Montana Opticom shall indemnify, defend and hold Customer harmless from claims, loss, damage, expense or liability (including liability for patent infringement) arising from all claims, loss, damage, expense or liability for property damage or personal injury to the extent that such claims arise out of or are caused by Montana Opticom negligence or willful misconduct as determined by Montana Opticom at its sole and exclusive discretion.
19. **No Warranties and Customer Assumption of Risk.** MONTANA OPTICOM MAKES SERVICE COMMITMENTS UNDER THE APPLICABLE SERVICE LEVEL AGREEMENT. BUT MONTANA OPTICOM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE MONTANA OPTICOM SERVICES (INCLUDING SERVICE EQUIPMENT) PROVIDED UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MONTANA OPTICOM DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. MONTANA OPTICOM EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY DATA OR CONTENT TRANSMITTED WITH OR THROUGH THE USE OF MONTANA OPTICOM SERVICES. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS' USE OF ANY INFORMATION TRANSMITTED OR ATTEMPTED TO BE TRANSMITTED VIA MONTANA OPTICOM SERVICES.
20. **Miscellaneous.** This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Montana without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Gallatin County, Montana and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. Customer may not assign this Agreement without Montana Opticom prior written consent that will be given at the sole discretion of Montana Opticom. Montana Opticom reserves the right, exercisable in its sole discretion, to expand or reconfigure its service areas and to discontinue any services upon 30 days' notice by email or otherwise. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Agreement headings are provided for reference purposes only.



Montana Opticom, LLC
406-999-5000
www.mt-opticom.com

21. Acceptance. By signing below, I acknowledge that I have authority to enter into this Agreement as or on behalf of the Customer, that I have read and fully understand all of the terms and conditions set forth in this agreement, that this is a mutually written agreement that is entered into mutually by both parties and that I, and any person using any services or facilities provided by Montana Opticom to Customer, agree to abide by the terms and conditions of this agreement.

Montana Opticom, LLC

Customer

[Signature]
By
Dir Sales & MKTG.
Title
Rease Burk
Printed Name
7/1/16
Date

[Signature]
By
Board Chair
Title
Donna Shockley
Printed Name
4-7-2016
Date
406-763-4415 ext.36
Phone Number
81-6000425
EIN

NET Monthly Contract Amount Before Taxes and LD: \$749.99
NET Non-Recurring Contract Amount: \$1,000.00