

Nicasio School District

Since 1862

Board of Trustees

Elaine Doss, *Board President* ~ Daniel Ager, *Trustee* ~ Mark Burton, *Trustee*

SPECIAL MEETING AGENDA

Special Meeting of the Nicasio School District Board of Trustees

Tuesday, March 28, 2023 10am

Conference Room, Nicasio School, 5555 Nicasio Valley Road, California

1. Opening Business

- a. Call to Order (*Elaine Doss – Board President*)
- b. Roll Call
- c. Patriotic Moment

2. Approval and Adoption of Special Meeting Agenda (*Board President Doss*)

3. Public Comment

Public Comment is only for items not on the agenda. No formal action will be taken. Board members or district staff may, but are not obligated to, briefly respond to statements made or question posed by the public about items not appearing on the agenda. Designated amount of time to address the Board is limited to three minutes per individual. Concerns about individual employees shall not be discussed in public at school board meetings. Please contact the superintendent with specific concerns.

4. Action

- a. Consider Approval of AT&T Switched Ethernet Services Contract & E-Rate Rider – Contract ID#2868083 (*CBO Margie Bonardi*) Discussion/Action

6. Conclusion

- a. Adjournment

If you need assistance to access the Board meeting room or to otherwise participate at the meeting, please submit a written request to Nicasio School District Superintendent at P.O. Box 711, Nicasio, CA 94946 or office@nicasioschool.org. Notification at least 48 hours prior to the meeting will better enable the District to make reasonable accommodations in accordance with the Americans with Disabilities Act.

March 28, 2023

Special Meeting Agenda


 Agenda Item # 4a

 AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
 PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	AT&T
NICASIO ELEMENTARY SCHOOL Street Address: 5555 Nicasio Valley Rd. City: Nicasio State/Province: CA Zip Code: 94946 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Barbara Snekkevik Title: Superintendent Street Address: 5555 Nicasio Valley Rd. City: Nicasio State/Province: CA Zip Code: 94946 Country: USA Telephone: 415-662-2184 Email: bsnekkevik@nicasioschool.org	Name: Kevin Rossi Street Address: 430 Bush St. City: San Francisco State/Province: CA Zip Code: 94108 Country: USA Telephone: 415-244-8734 Email: kr8321@att.com Sales/Branch Manager: Nushin Lewis SCVP Name: Mark Gross Sales Strata: GEM Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: USA Telephone: _____ Email: _____ Agent Code: _____	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s)

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <u>Barbara Snekkevik</u>	By: _____
Printed or Typed Name: <u>BARBARA SNEKKEVIK</u>	Printed or Typed Name: _____
Title: <u>SUPERINTENDENT</u>	Title: _____
Date: <u>3/23/2023</u>	Date: _____

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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AT&T and Customer Confidential Information

Page 1 of 6

 UA Required
 ROME SR#: SR-275001
 RLR #: 1400468.1

 ASE_ILEC_ICB_PS_INTRASTATE v093022
 AT&T Solution No. _____
 CT-Owner: MP618D 03.20.23
 REV MP618D 03.22.23

<WK# - TCAL and ILEC - Intrastate -TBD>

Please sign by March 16, 2024

Pricing Schedule No. _____
Original Effective Date: _____**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

Service	AT&T Switched Ethernet Service SM
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1.1. AT&T Switched Ethernet ServiceSM

AT&T Switched Ethernet Participating Carrier(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee	AT&T Switched Ethernet Service SM Guide (Service Guide)	https://cpr.att.com/pdf/commonEthServGuide.html
Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois		
Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana		
Michigan Bell Telephone Company, d/b/a AT&T Michigan		
Nevada Bell Telephone Company, d/b/a AT&T Nevada		
The Ohio Bell Telephone Company, d/b/a AT&T Ohio		
Pacific Bell Telephone Company, d/b/a AT&T California		
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas		
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin		
AT&T Corp. provides Service outside the AT&T ILEC Footprint (the 21 states referenced above), where available.	AT&T Switched Ethernet Service SM Third Party Access (3PA Service Guide)	https://serviceguidenew.att.com/sq_flashPlayerPage/ASE3PA
AT&T Communications of New York provides intrastate Service in New York.		
AT&T Communications of Virginia, LLC provides intrastate Service in Virginia.		
TC Systems, Inc.: Massachusetts and Nevada	AT&T Business Service Guide AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sq_flashPlayerPage/ASE
Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Kentucky, Maryland, Massachusetts, Minnesota, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Utah, Virginia, and Washington		

AT&T and Customer Confidential InformationUA Required
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Pricing Schedule No. _____
Original Effective Date: _____**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****1.2. Inside Wiring**

Service	AT&T Inside Wiring	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Inside Wiring Service Attachment	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

1.3. Entrance Facility Construction

Service	AT&T Entrance Facility Construction	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATE

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All quantities of Service Components (excluding CIR/CoS) listed in Section A-1 of Attachment A	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

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Pricing Schedule No. _____
Original Effective Date: _____**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****4. ADDS; MOVES; and UPGRADES****4.1. Adds**

Orders for Service Components in excess of quantities listed in Attachment A ("Adds") are not permitted.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades**4.3.1. Upgrades to a Higher Speed**

Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges	Non-recurring Charge waivers, if any, will apply as identified in Attachment A.
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6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.

AT&T and Customer Confidential Information

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<WK# - TCAL and ILEC - Intrastate -TBD>	Pricing Schedule No. _____
Please sign by March 16, 2024	Original Effective Date: _____

**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS**

ATTACHMENT A – CALIFORNIA

**RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
NICASIO ELEMENTARY SCHOOL**

A-1. Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
1000 Mbps CIR - Business Critical HIGH - Basic Only / R6EZK	1	0	\$331.75	\$331.75	\$150.00	\$0.00	\$0.00
Customer Port Connection - 1 Gbps – Basic / EYQFX	1	0	\$167.00	\$167.00	\$2,100.00	\$0.00	\$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				\$498.75			\$0.00
*If the standard NRC exceeds the billed NRC, the difference has been waived. Charges for special construction, if needed, may also apply.							
If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Pricing Schedule Term or if no such EPP term exists then the next shorter EPP term.							

A-2. Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRR (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

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Please sign by March 16, 2024

Pricing Schedule No. _____
Original Effective Date: _____**AT&T SWITCHED ETHERNET SERVICESM (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS****A-3. Initial New and Existing Sites and Service Configuration****Table 1. Complete a line for each Customer Port Connection.**

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	5555 Nicasio Valley Rd	Nicasio	CA	New	ATT California

Table 2. Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	1 Gbps Basic	1000 Mbps	Bus. Critical - High	N/A

Table 3. Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A

End of Document**AT&T and Customer Confidential Information**UA Required
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E-Rate Rider

ATTACHMENT TO AT&T Switched Ethernet Service (Intrastate) Pricing Schedule ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Corp.** [Insert name of AT&T affiliate] (AT&T) and Nicasio Elementary School (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

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

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) ☒ [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) ☐ [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. PATH - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. SPACE - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. ENVIRONMENTAL - Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. POWER - GROUND - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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E-Rate Rider

12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

☐ IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Barbara Snekkevuk</i>	By:
Name: <i>BARBARA SNEKKEVUK</i>	Name:
Title: <i>SUPERINTENDENT</i>	Title:
Date: <i>3/23/2023</i>	Date:

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.