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**Date: June 13, 2017**

**Information/Discussion: AT&T Contract Renewal**

**Rationale:**

The Board of Education approves all district agreements.

**Discussion:**

The administration is recommending the district approve two new contracts that are about to expire on July 1, 2017. They are the AT&T Business Local Calling plan and the AT&T ISDN PRIME plan.

**Recommendation:**

This administration is requesting support of the Finance Committee to enter into the agreements with AT&T effective July 1, 2017.



**AT&T BUSINESS LOCAL CALLING**  
**ILEC Confirmation Of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
Lincolnwood School District 74 Street Address: 6950 N East Prairie Rd City: Lincolnwood State/Province: Illinois Zip Code: 60712 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Courtney Adams Title: Director of IT Street Address: 6950 N East Prairie Rd City: Lincolnwood State/Province: Illinois Zip Code: 60712 Country: USA Telephone: 847-745-3717 Fax: Email: cadams@sd74.org Customer Account Number or Master Account Number: 847-329-7999	Name: Linda Widloe Street Address: 65 W Webster City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 815-727-8074 Fax: Email: <a href="mailto:lw4871@att.com">lw4871@att.com</a> Sales/Branch Manager: Don Wollweber SCVP Name: Dino Perone Sales Strata: LGEM Sales Region: <b>EAST</b> <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:                      Company Name: Agent Street Address:                      City:                      State:                      Zip Code: Telephone:                      Fax:                      Email:                      Agent Code	

Customer agrees to purchase the Service identified below in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE STATE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.corp.att.com/agreement/> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. "Service Publication" means a Tariff, Guidebook or Service Guide. The Service is not assignable or otherwise transferable, nor may it be assumed in any manner, unless otherwise required by law or regulation.

The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication in any way. In the event a Service Publication term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The applicable AT&T Service Publication(s) for each state are identified in Attachment A.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Confirmation of Service Order**

**1. SERVICE, SERVICE PROVIDER and SERVICE DESCRIPTION**

**1.1 Service and Service Provider**

Business Package ("Service")	Service Providing Affiliate(s) and Service Publication(s), as applicable
AT&T Business Local Calling ("BLC")	Listed in Attachment A

**1.2 Service Description - Available Line Option Package(s); Service Components**

Identified for the Service in applicable Service Publication(s)
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**1.3 Eligible Billing Telephone Numbers (BTNs)**

See Attachment B
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**2. TERM and EFFECTIVE DATES**

<b>Term</b>	12 Months
<b>Term Start Date</b>	The next calendar day following initial implementation of Service in the applicable AT&T systems
<b>Effective Date of Rates, Discounts and Billing</b>	Per Billing Telephone Number ("BTN"), on the next calendar day immediately following implementation of applicable Line Option Package in the applicable AT&T systems
<b>Rates Following End of Term</b>	Applicable Service Publication rates then in effect

**3. RATES and INITIAL ORDER**

- Monthly Recurring Charge (MRC)
- Non-Recurring Charge (NRC)

**3.1. Monthly Rates** - Rates in this section 3.1 are stabilized until the end of the Term.

Line Option Packages	MRC Per BLC Line
Unlimited A (Option A)	\$60.00
Unlimited B (Option B)	\$55.00*
*BLC Unlimited B Package pricing does not include Standalone Vertical Features as identified in the applicable Service Publication	

**3.2. BLC Unlimited A and B (Standalone Vertical Features) - MRC**

Each Standalone Vertical Feature* (as identified in the applicable Service Publication)	MRC
Per BLC line	As per applicable Service Publication
* if vertical feature is not part of Line Option Package	

**3.3 BLC Unlimited A and B NRC Waivers**

Each Standalone Vertical Feature (as identified in the applicable Service Publication)	NRC
Per BLC line	All NRCs are waived, except any NRCs associated with Standalone Vertical Features added after the initial access line order, as per applicable Service Publication

**AT&T BUSINESS LOCAL CALLING**  
**ILEC Confirmation of Service Order**

**3.4 Quantity Commitment**

Number of BLC access lines subscribed to on the initial order associated with BTNs listed in Attachment B ("Quantity Commitment"):	<b>14</b>
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**4. EARLY TERMINATION CHARGE**

If Customer terminates the CSO before the expiration of the Term, Customer will pay the Early Termination Charge below, subject to the exceptions described herein.

Service Components	State(s)	Applicable Rate Applied for Calculation of Early Termination Charges
BLC access lines subject to Quantity Commitment	AR, CA, IN, KS, MO, NV, OH, OK, TX, WI, AL, FL, GA, KY, LA, MS, NC, SC, TN	\$15.00
	Illinois	\$6.50
	Michigan	\$9.50
Early Termination Charge = (Rate for Early Termination Charges) x (Initial Quantity Commitment) x (number of months remaining in Term)		

The termination charges above may not apply if:

- (i) Customer concurrently converts to another AT&T access and local usage plan with a term equal to or greater than the time left on the Business Local Calling Plan.
- (ii) Customer concurrently converts to an upgraded technology with AT&T and commits to a term equal to or greater than the time remaining on the Business Local Calling term plan. It is at the Company's sole determination whether a product change satisfies the requirements for waiver of the termination liability under this clause.
- (iii) Customer terminates this agreement and executes a new Business Local Calling agreement with a term period greater than the time remaining on the existing Business Local Calling agreement. The new service agreement will be based on the term plan rates in effect at the time of establishing the new agreement.

**5. GENERAL PROVISIONS**

- Additional BLC access lines under a BLC account may be ordered during the Term.
- BLC access lines subscribed to under a Line Option Package may not be placed on Customer-initiated temporary suspension.

**Attachments A and B follow**

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

**ATTACHMENT A**

**AT&T ILEC SERVICE PROVIDING AFFILIATES and SERVICE PUBLICATION(S), AS APPLICABLE**

Service Provider(s)	Service Publication(s) (incorporated by reference)	Service Publication Location(s)
<b>AT&amp;T Alabama</b>	AT&T Alabama Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/al/product_line.htm">http://cpr.att.com/pdf/al/product_line.htm</a>
<b>AT&amp;T Arkansas</b>	AT&T Arkansas Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/ar/index.html">http://cpr.att.com/guidebook/ar/index.html</a>
<b>AT&amp;T California</b>	AT&T California Guidebook, including Part 4, Sec. 5 and Part 8, Sec. 8 AT&T California Out of Territory Guidebook, incl. Part 4, Sec. 5 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a> <a href="http://cpr.att.com/guidebook/cf/index.html#section1">http://cpr.att.com/guidebook/cf/index.html#section1</a>
<b>AT&amp;T Florida</b>	AT&T Florida Guidebooks, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/fl/product_line.htm">http://cpr.att.com/pdf/fl/product_line.htm</a>
<b>AT&amp;T Georgia</b>	AT&T Georgia Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ga/product_line.htm">http://cpr.att.com/pdf/ga/product_line.htm</a>
<b>AT&amp;T Illinois</b>	AT&T Illinois Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<b>AT&amp;T Indiana</b>	AT&T Indiana Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<b>AT&amp;T Kansas</b>	AT&T Kansas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ks/index.html">http://cpr.att.com/guidebook/ks/index.html</a>
<b>AT&amp;T Kentucky</b>	AT&T Kentucky Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ky/product_line.htm">http://cpr.att.com/pdf/ky/product_line.htm</a>
<b>AT&amp;T Louisiana</b>	AT&T Louisiana Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/la/product_line.htm">http://cpr.att.com/pdf/la/product_line.htm</a>
<b>AT&amp;T Michigan</b>	AT&T Michigan Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<b>AT&amp;T Mississippi</b>	AT&T Mississippi Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/ms/product_line.htm">http://cpr.att.com/pdf/ms/product_line.htm</a>
<b>AT&amp;T Missouri</b>	AT&T Missouri Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mo/index.htm">http://cpr.att.com/guidebook/mo/index.htm</a>
<b>AT&amp;T Nevada</b>	AT&T Nevada Guidebook, including Part 2, Sec. 12.19 and Part 8, Sec. 8	<a href="http://cpr.att.com/guidebook/nv/index.html#section1">http://cpr.att.com/guidebook/nv/index.html#section1</a>
<b>AT&amp;T North Carolina</b>	AT&T North Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/nc/product_line.htm">http://cpr.att.com/pdf/nc/product_line.htm</a>
<b>AT&amp;T Ohio</b>	AT&T Ohio Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<b>AT&amp;T Oklahoma</b>	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<b>AT&amp;T South Carolina</b>	AT&T South Carolina Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/sc/product_line.htm">http://cpr.att.com/pdf/sc/product_line.htm</a>
<b>AT&amp;T Tennessee</b>	AT&T Tennessee Service Publications, including General Exchange Guidebook, Sec. A3	<a href="http://cpr.att.com/pdf/tn/product_line.htm">http://cpr.att.com/pdf/tn/product_line.htm</a>
<b>AT&amp;T Texas</b>	AT&T Texas Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>
<b>AT&amp;T Wisconsin</b>	AT&T Wisconsin Guidebook, including Part 4, Sec. 5	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

**AT&T BUSINESS LOCAL CALLING  
ILEC Confirmation of Service Order**

**ATTACHMENT B  
BILLING TELEPHONE NUMBER (BTN) LIST**

(All Lines under each BTN must be subscribed to a Line Option Package.)

**Customer:** Lincolnwood School District 74

- ☐ check this box if BTNs are listed on an excel form and this page is blank.  
The Attachment B excel form must be submitted with the contract.

**\*Required Fields**

<b>*Main BTN, with area code and customer code:</b>	847 329 7999 057	<b>*State of Main BTN: (ex: IL)</b>	IL
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Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: FL)	Check For Winback
847 674 3282 225	IL	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

Area Code, Prefix, Line #, Customer Code (no dashes, example: 312 555 1234 xxx, or 3122551234xxx)	BTN State (ex: FL)	Check For Winback
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>



## Non- E-rate Confirmation Attachment

### ATTACHMENT TO AT&T BUSINESS LOCAL CALLING ("Agreement")

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and Lincolnwood School District 74 ("Customer") and effective as of the date signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

### TERMS AND CONDITIONS

E-rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.

The products and services sought in the Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. I acknowledge that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

**Insert E-rate Billed Entity Number (BEN):**

<b>Lincolnwood School District 74N</b> (by its authorized representative)
By:
Name:
Title:
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.*



**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE for E-rate  
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms  
Illinois, Indiana, Michigan, Ohio and Wisconsin**

<b>Customer</b>	<b>AT&amp;T</b>
Lincolnwood Schools Street Address: 6950 N East Prairie Rd City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Courtney Adams Title: Director of Technology Street Address: 6950 N. East Prairie Rd City: Lincolnwood State/Province: IL Zip Code: 60712 Country: USA Telephone: 847-675-8234 Fax: Email: cadams@sd74.org Customer Account Number or Master Account Number: 847-R16-1402 937	Name: Linda Widloe Street Address: 65 W Webster City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 815-727-8074 Fax: Email: lw4871@att.com Sales/Branch Manager: Don Wollweber SCVP Name: Dino Perone Sales Strata: LGEM Sales Region: EAST <b><u>With a copy (for Notices) to:</u></b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable) <input type="checkbox"/></b>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This ISDN Prime Service with DS1 Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

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.

The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE for E-rate  
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms  
Illinois, Indiana, Michigan, Ohio and Wisconsin**

**Pricing Schedule and General Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	ISDN Prime (PRI) Service (with DS1 Service)	
<b>Service Provider (Check one option only)</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location</b>
<input type="checkbox"/> <b>AT&amp;T Illinois</b>	AT&T Illinois Guidebook, including Part 17 Section 2 and Part 15, Section 3	<a href="http://cpr.att.com/guidebook/il/index.html">http://cpr.att.com/guidebook/il/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Indiana</b>	AT&T Indiana Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Michigan</b>	AT&T Michigan Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Ohio</b>	AT&T Ohio Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Wisconsin</b>	AT&T Wisconsin Guidebook, including Part 17, Section 2 and Part 15, Section 3	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

**2. PRICING SCHEDULE TERM and EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 Months
<b>Pricing Schedule Term Start Date</b>	<b>When only New Service is included in this Agreement:</b> at Cutover of the first Service Component <b>Existing Services are included:</b> on the Effective Date (This applies even when new Service Components are added.)
<b>Effective Date of the Rates and Discounts</b>	Pricing Schedule Term Start Date
<b>Expiration Date of the Rates and Discounts</b>	Upon termination or expiration of the Pricing Schedule Term
<b>Rates Following Expiration or Termination of Pricing Schedule Term</b>	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges</b>	<b>Minimum Payment Period per Service Component</b>
All (except DID numbers)	50%	Until end of Pricing Schedule Term

**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE for E-rate  
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms  
Illinois, Indiana, Michigan, Ohio and Wisconsin**

**4. CUSTOMER'S CURRENT ORDER**

**4.1 Order**

<b>Order: (Select one)</b>	<input type="checkbox"/> <b>New install(s) Only</b> (All Service Components under this Pricing Schedule are new installs) <b>Requested installation date(s)*:</b>
	<input checked="" type="checkbox"/> <b>Existing Service Included</b> (Some or all Service Components under this Pricing Schedule already installed) <b>Existing Circuit ID(s):</b> 101 T1ZF LNWDILBHH00 SKOKILSKDC0 <input type="checkbox"/> <b>Requested Installation Date(s)* for new Service Components, if applicable:</b> <input type="checkbox"/> <b>If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated , , entitled .</b>

\*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.

<b>Host/Remote, Service Number Portability or Foreign Exchange (FX)</b>	<input type="checkbox"/> Yes# <input checked="" type="checkbox"/> No #If Yes, Central Office CLLI Serving the Circuit Site Address: [Enter 11 Digit CO CLLI Code] #If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 4.2 below applies to Foreign Exchange (FX) only.
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**4.2 Service Components, Quantities and Rates**

Service Component (USOC)	Total Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port ( ZPQZD )	1	\$228.00	\$228.00	\$0.00
Unlimited Local Usage (Switch Utilization) (UTW)	1	\$60.00	\$60.00	\$0.00
DS1 Local Distribution Channels (LDCs) ( FQA1A/B/C - IL )	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage (per mile), if applicable ( [Select One] )	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) ( [Select One] )	0	\$0.00	\$0.00	\$0.00
ISDN Calling Name ID (NM1PG)	0	\$10.00	\$0.00	\$0.00
DID Numbers, per number (LTG6X)	259	\$0.10	\$25.90	\$0.00
<b>Total Charges for ISDN PRI Ports, Unlimited Local Usage, LDCs, Calling Name ID and DID Numbers:</b>			<b>\$425.90</b>	<b>\$0.00</b>
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

**4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID.** Customer and AT&T may agree to add DID Numbers and/or ISDN Calling Name ID under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

**4.4 Service Sites and Circuit Quantity.** Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. The demarcation point for Service at each Customer Site must be within 60,000 feet of the AT&T serving central office.

**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE for E-rate  
AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms  
Illinois, Indiana, Michigan, Ohio and Wisconsin**

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	6950 N EAST PRAIRIE RD	[LINCOLNWOOD
2	0	[N/A or Enter Service Location address]	[N/A or Enter City]
3	0	[N/A or Enter Service Location address]	[N/A or Enter City]
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

(If additional locations apply, please attach on a separate page. BTN and CLLI may be attached separately instead of addresses.)

## 5. ADDS

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 12 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

## 6. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

## 7. GENERAL TERMS

a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:

- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
- (ii) (a) a term equal to or greater than the remainder of the Pricing Schedule Term, and (b) the Service Components, Quantities and Rates for replacement agreement are equal to or greater than the Service Components, Quantities and Rates in this Pricing Schedule.

b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other

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items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**e. Safe Environment:** Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses 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, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

**f. AT&T Equipment:** Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.

**g. Pricing Schedule Term:** Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.

**h. Taxes:** Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

**i. Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**j. Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses 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. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

**k. Termination Charges:** If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

**l. Limitations of liability and Disclaimers:**

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION

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OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**n. Infringement:** AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)–(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

**m. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

**n. General Provisions:** This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or

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damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

**8. NOTICE OF WITHDRAWAL**

<b>Service and Service Component Withdrawals during Service Agreement Term</b>	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

<b><i>For AT&amp;T internal use only</i></b>	
Billing Telephone Number for Existing service, if applicable:	847 R16 1402 937
SDA code:	SDA BIGE22
ECATS/AT&T Contract ID No.:	

**END OF DOCUMENT**



## Non- E-rate Confirmation Attachment

### ATTACHMENT TO ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE FOR E-RATE ("Agreement")

This Attachment ("Attachment"), entered into by AT&T ("AT&T") and Lincolnwood School District 74 ("Customer") and effective as of the date signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement.

### TERMS AND CONDITIONS

E-rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-rate program. As an eligible school or library for participation in the E-rate program AT&T respectfully requests signature as confirmation of the statement below.

The products and services sought in the Agreement are not the subject of any current or future FCC Form 470 seeking bids for qualification of E-rate funding. I acknowledge that these services will be billed and paid in full by Customer and will not be discounted by AT&T nor be the subject of any Form 472 BEAR Form requesting E-rate reimbursement submitted by Customer.

**Insert E-rate Billed Entity Number (BEN):**

<b>Lincolnwood School District 74N</b> (by its authorized representative)
By:
Name:
Title:
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.*